

President's Office time stamp / Timbre dateur du bureau de la présidente

CANADA BORDER  
SERVICES AGENCY  
PRESIDENT'S OFFICE



Canada Border Services Agency  
Agence des services frontaliers du Canada

2016 JAN 13 12 51

AGENCE DES SERVICES

BUREAU DE LA PRÉSIDENTE

CBSA/ASFC-15-03211

PROTECTED B / PROTÉGÉ B

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

		ACTION REQUIRED/ MESURE REQUISE	
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
<b>President/Présidente</b> Linda Lizotte-MacPherson	<i>✓</i> JAN 14 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<b>Executive Vice-President/ Première vice-présidente</b> Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
<b>Director General/ Directrice générale</b> Dena Palamedes Tel. /Tél. : 613-941-7216	<i>D.C. Palamedes</i> 12 Jan 16		
<b>A/Director/Directeur int.</b> Erek Barszczewski Tel. /Tél. : 613-941-7212	<i>EB 2016-01-12</i>		
<b>Subject/Objet :</b> Office of the Privacy Commissioner (OPC): Privacy and Portable Storage Devices – Management Response and Action Plan/ Commissariat à la protection de la vie privée du Canada : protection de la vie privée et dispositifs de stockage portables - Réponse et le plan d'action de la direction <b>Action/Mesure :</b> For approval / Pour approbation <b>BF/AR :</b> 2016-01-22  Enclosed for your approval is the CBSA Management Response and Action Plan (MRAP) in response to the OPC Privacy and Portable Storage Devices report released on December 10, 2015.  The original OPC package containing the management response was approved on July 27, 2015. The MRAP, which has been approved by the VPs of Comptrollership and ISTB, was discussed at the December 10, 2015 Executive Committee meeting.  <b>Please advise the office of Dena Palamedes when the MRAP has been approved.</b>			

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Canada Border Services Agency  
Agence des services frontaliers du Canada

CANADA BORDER SERVICES AGENCY  
AGENCE DES SERVICES FRONTALIERS DU CANADA  
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**ROUTING SLIP / BORDEREAU D'ACHEMINEMENT**

ACTION REQUIRED/ MESURE REQUISE	
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date
President/Présidente Linda Lizotte-MacPherson	<input checked="" type="checkbox"/> <input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan	<i>[Signature]</i> JAN 13 2016 3:20 <input type="checkbox"/> <input checked="" type="checkbox"/>
Director General/ Directrice générale Dena Palamedes Tel. /Tél. : 613-941-7216	<i>D.C. Palamedes</i> 12 Jan 16
A/Director/Directeur int. Erek Barszczewski Tel. /Tél. : 613-941-7212	<i>EB</i> 2016-01-12
<p><b>Subject/Objet :</b> Office of the Privacy Commissioner (OPC): Privacy and Portable Storage Devices – Management Response and Action Plan/ Commissariat à la protection de la vie privée du Canada : protection de la vie privée et dispositifs de stockage portables - Réponse et le plan d'action de la direction</p> <p><b>Action/Mesure :</b> For approval / Pour approbation</p> <p><b>BF/AR :</b> 2016-01-22</p> <p>Enclosed for your approval is the CBSA Management Response and Action Plan (MRAP) in response to the OPC Privacy and Portable Storage Devices report released on December 10, 2015.</p> <p>The original OPC package containing the management response was approved on July 27, 2015. The MRAP, which has been approved by the VPs of Comptrollership and ISTB, was discussed at the December 10, 2015 Executive Committee meeting.</p> <p><b>Please advise the office of Dena Palamedes when the MRAP has been approved.</b></p>	

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Canada Border  
Services Agency

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For action

## **OFFICE OF THE PRIVACY COMMISSIONER: PRIVACY AND PORTABLE STORAGE DEVICES - MANAGEMENT RESPONSE AND ACTION PLAN**

For the President

### **PURPOSE**

To obtain your approval of the management response and action plan to the Office of the Privacy Commissioner's (OPC) Audit of Privacy and Portable Storage Devices (PSDs).

### **ISSUE**

The Audit of Privacy and PSDs was approved by Parliament and subsequently published on December 10, 2015. The published report included the CBSA's management response to the audit recommendations. We are now seeking your approval of the complete CBSA management response and action plan for the audit, which was approved by the VPs of Comptrollership Branch and Information, Science and Technology Branch in December 2015.

### **BACKGROUND**

The audit found that the CBSA has implemented a suite of policies, standards and guidelines to manage the issuance, use and disposal of PSDs, and to protect personal information.

Audit recommendations affecting the CBSA include the following:

- Ensure that all PSDs used to store personal information are registered for identification and tracking purposes.
- Retain documentary evidence as verification that all data on surplus PSDs has been securely wiped prior to disposal, or that defective PSDs have been destroyed securely.
- Assess the risk to personal information resulting from the use of CDs/DVDs to store data and the use of and controls on PSDs in the context of the CBSA's programs and environment.
  - Implement appropriate controls to address identified gaps and weaknesses.
- Ensure that all staff members are made aware of the Agency's policy regarding the use of privately-owned PSDs for work-related purposes.

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In response to the audit findings and recommendations, the CBSA submitted its management response to the OPC in July 2015.

## STATUS

The management response and action plan was presented at the Executive Committee meeting on December 10, 2015. Prior to seeking your approval, progress on the action plan items was validated by the Comptrollership Branch and the Information, Science and Technology Branch.

## NEXT STEPS

Once we receive your approval, we will provide the final management response and action plan to the OPC and monitor the implementation of the recommendations on a quarterly basis.

## RECOMMENDATION

It is recommended that you approve the attached management response and action plan.

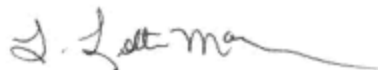


Dena Palamedes, Director General  
Internal Audit and Program Evaluation Directorate

### President's response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

JAN 14 2016

## ATTACHMENTS

1. OPC Privacy and PSDs – Management Response and Action Plan
2. Summary Examination Report: Audit of Privacy and PSDs – Canada Border Services Agency





**OFFICE OF THE PRIVACY COMMISSIONER OF CANADA  
AUDIT OF PRIVACY AND PORTABLE STORAGE DEVICES  
MANAGEMENT RESPONSE AND ACTION PLAN**

**RECOMMENDATION 1**

*The Canada Border Services Agency (CBSA) should ensure that the issuance of all portable storage devices—that may be used to retain personal information—is recorded for identification and tracking purposes.*

**MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)**

Agreed. The Canada Border Services Agency will ensure that the issuance of all portable storage devices are inventoried, tracked, and labelled accordingly.

Completion date: July 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"><li>The Comptrollership Branch will develop guidance regarding the issuance requirements related to portable storage devices. The guidelines will be posted to Atlas.</li></ul>	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"><li>The Comptrollership Branch will prepare a communique to be sent to <u>all employees</u> from the Departmental Security Officer (DSO), informing all CBSA employees of the new inventory requirements, and the limitations associated with USB keys in the Agency. This message will be disseminated to Vice-Presidents, Regional Directors General, and Directors General via e-mail to be cascaded to all employees.</li></ul>	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"><li>IT Security has identified a potential centralized solution.</li></ul>	ISTB	June 2015 (completed)

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<ul style="list-style-type: none"> <li>The Comptrollership Branch, in consultation with Information, Science and Technology Branch (ISTB), will finalize the CBSA Standard for the Use of Portable Storage Devices. (Policy, Directives, Standards and Guidelines will form the basis of business requirements for the IT Solution).</li> </ul>	Comptrollership	November 2015 (completed)
<ul style="list-style-type: none"> <li>Implementation of the selected solution.</li> </ul>	ISTB	July 2016

**RECOMMENDATION 2**

*The CBSA should retain documentary evidence—either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction—as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.*

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)
<p>Agreed. The Canada Border Services Agency will retain documentary evidence – either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction – as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.</p> <p>Completion date: December 2015</p>

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> <li>The Comptrollership Branch, in consultation with ISTB, will review and update CBSA Security Policy instruments to ensure that the process for destroying CBSA surplus or defective portable devices includes a certificate of destruction. This will be communicated to all CBSA employees.</li> </ul>	Comptrollership	December 2015 (completed)



### RECOMMENDATION 3

*The CBSA should assess the risk to personal information resulting from the use of CDs/DVDs to store data, and implement appropriate controls to address identified gaps and weaknesses.*

#### MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)

Agreed. The Canada Border Services Agency will assess the security risk associated with the use of CDs/DVDs, as well as the business impact of removing this feature.

Completion date: October 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> <li>Canada Revenue Agency has recently conducted a survey and the CBSA will be meeting with them to determine if the findings can be applied to our organization. If so, the CBSA will piggy-back on CRA's findings.</li> </ul>	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"> <li>If not, then a risk assessment will be completed.</li> </ul>	Comptrollership / ISTB	March 2016
<ul style="list-style-type: none"> <li>Identification of business requirements. (Policy, Directives, Standards and Guidelines will form the basis of business requirements for the IT Solution)</li> </ul>	Comptrollership	October 2015 (completed)
<ul style="list-style-type: none"> <li>Develop solution based on business requirements.</li> </ul>	ISTB	January 2016
<ul style="list-style-type: none"> <li>Implementation of the solution.</li> </ul>	ISTB	July 2016
<ul style="list-style-type: none"> <li>Assessment of identified solution (3 months after implementation)</li> </ul>	ISTB	October 2016



#### RECOMMENDATION 4

*The CBSA should assess the use of, and controls on, portable storage devices within the context of the Agency's own programs and environment, and implement appropriate controls to address identified gaps and weaknesses.*

MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)
Agreed. The Canada Border Services Agency will assess the use of, and controls on, portable storage devices within CBSA, and implement appropriate controls to address identified gaps and weaknesses.
Completion date: December 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> <li>The CBSA has already identified gaps and weaknesses based on the new TBS requirements.</li> </ul>	Comptrollership / ISTB	Complete
<ul style="list-style-type: none"> <li>Appropriate controls will be implemented as outlined in the action plan for recommendation #1 &amp; #3.</li> </ul>	Comptrollership / ISTB	July 2016
<ul style="list-style-type: none"> <li>Following implementation of recommendations from the OPC, the CBSA will conduct a re-assessment/validation of new controls.</li> </ul>	Comptrollership / ISTB	December 2016



## RECOMMENDATION 5

*The CBSA should ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable storage devices for work related purposes.*

### MANAGEMENT RESPONSE (TO BE INCLUDED IN THE REPORT)

Agreed. The Canada Border Services Agency will ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable devices for work related purposes.

Completion date: July 2016

MANAGEMENT ACTION PLAN	OPI	COMPLETION DATE
<ul style="list-style-type: none"> <li>The DSO communique (Rec. #1) includes the procedures for privately owned portable storage devices.</li> </ul>	Comptrollership	July 2015 (completed)
<ul style="list-style-type: none"> <li>The CBSA Security Policy Volume will be updated to include the new requirements. A DSO communique will be issued advising all employees to make themselves familiar with the new requirements.</li> </ul>	Comptrollership	November 2015 (completed)
<ul style="list-style-type: none"> <li>Comptrollership Branch will update all the Security Awareness products (i.e. online modules, Security Handbook, etc.) to reflect all the new procedures for portable storage devices.</li> </ul>	Comptrollership	July 2016



**COMMISSARIAT À LA PROTECTION DE LA VIE PRIVÉE DU CANADA  
VÉRIFICATION : PROTECTION DE LA VIE PRIVÉE ET DISPOSITIFS DE  
STOCKAGE PORTABLES  
RÉPONSE ET PLAN D'ACTION DE LA DIRECTION**

**RECOMMANDATION 1**

*L'Agence des services frontaliers du Canada (ASFC) devrait veiller à ce que tous les DSP utilisés pour stocker des renseignements personnels soient enregistrés aux fins d'identification et de suivi.*

**RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)**

La direction accepte la recommandation. L'Agence des services frontaliers du Canada (ASFC) s'assurera de garder un registre de tous les dispositifs de stockage portatifs, d'en effectuer le suivi et de les étiqueter correctement.

Échéance : juillet 2016

PLAN D'ACTION DE LA DIRECTION	BPR	ÉCHÉANCE
<ul style="list-style-type: none"><li>La Direction générale du contrôle préparera des lignes directrices concernant les exigences entourant la distribution des dispositifs de stockage portatifs. Les lignes directrices seront affichées dans Atlas.</li></ul>	Contrôle	Juillet 2015 (terminé)
<ul style="list-style-type: none"><li>La Direction générale du contrôle préparera un communiqué de la part de l'agent de sécurité de l'Agence qui sera envoyé à <u>tous les employés</u> pour les informer des nouvelles exigences en lien avec la tenue du registre et des restrictions associées à l'utilisation des clés USB à l'Agence. Le message sera envoyé par courriel aux vice-présidents, aux directeurs généraux régionaux et aux directeurs généraux, qui devront le transmettre à leurs employés.</li></ul>	Contrôle	Juillet 2015 (terminé)
<ul style="list-style-type: none"><li>L'équipe de la sécurité de la TI a possiblement trouvé une solution centralisée.</li></ul>	DGIST	Juin 2015 (terminé)



<ul style="list-style-type: none"> <li>La Direction générale du contrôle achèvera, avec la collaboration de la Direction générale de l'information, des sciences et de la technologie (DGIST), la norme de l'ASFC relative à l'utilisation des dispositifs de stockage portatifs. (La politique, les directives, les normes et les lignes directrices de l'ASFC serviront de fondement pour formuler les exigences opérationnelles relatives à la solution informatique.)</li> </ul>	Contrôle	Novembre 2015 (terminé)
<ul style="list-style-type: none"> <li>Mise en œuvre de la solution retenue</li> </ul>	DGIST	Juillet 2016

## RECOMMANDATION 2

*L'ASFC devrait conserver les preuves documentaires — comme le rapport de confirmation généré par le logiciel d'effacement — pour s'assurer que toutes les données stockées dans les DSP excédentaires ont été supprimées de façon sûre avant qu'on procède à leur retrait.*

RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)
<p>La direction accepte la recommandation. L'Agence des services frontaliers du Canada conservera des preuves (soit le rapport de confirmation au terme du mécanisme de nettoyage certifié soit la confirmation de la destruction du matériel) confirmant que toutes les données sur les dispositifs de stockage portatifs excédentaires ou défectueux ont bien été détruites conformément aux normes de sécurité.</p> <p>Échéance : décembre 2015</p>

PLAN D'ACTION DE LA DIRECTION	BPR	ÉCHÉANCE
<ul style="list-style-type: none"> <li>En collaboration avec la DGIST, la Direction générale du contrôle révisera et mettra à jour les textes relatifs à la politique de sécurité de l'ASFC afin de s'assurer que le processus de destruction des dispositifs portatifs excédentaires ou défectueux de l'ASFC comporte un certificat de destruction. Cette information sera communiquée à tous les employés de l'ASFC.</li> </ul>	Contrôle	Décembre 2015 (terminé)



### RECOMMANDATION 3

*L'ASFC devrait évaluer le risque pour les renseignements personnels que crée l'utilisation de CD/DVD pour stocker des données et mettre en place les mesures nécessaires pour corriger les lacunes et les faiblesses.*

#### RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada évaluera les risques au chapitre de la sécurité découlant de l'utilisation de disques compacts ou de DVD de même que l'incidence sur les activités si l'Agence cesse d'utiliser ces dispositifs.

Échéance : octobre 2016

PLAN D'ACTION DE LA DIRECTION	BPR	ÉCHÉANCE
<ul style="list-style-type: none"> <li>L'Agence du revenu du Canada a récemment effectué un sondage; l'ASFC rencontrera ses représentants pour déterminer si les constats s'appliquent aussi à notre organisation. Dans l'affirmative, l'ASFC travaillera à partir des résultats de l'ARC.</li> </ul>	Contrôle	Juillet 2015 (terminé)
<ul style="list-style-type: none"> <li>Dans la négative, elle effectuera une analyse des risques.</li> </ul>	Contrôle / DGIST	Mars 2016
<ul style="list-style-type: none"> <li>Détermination des exigences opérationnelles (la politique, les directives, les normes et les lignes directrices de l'ASFC serviront à formuler les exigences opérationnelles relatives à la solution informatique.)</li> </ul>	Contrôle	Octobre 2015 (terminé)
<ul style="list-style-type: none"> <li>Conception d'une solution en fonction des exigences opérationnelles</li> </ul>	DGIST	Janvier 2016
<ul style="list-style-type: none"> <li>Mise en œuvre de la solution</li> </ul>	DGIST	Juillet 2016
<ul style="list-style-type: none"> <li>Évaluation de la solution retenue (trois mois après sa mise en œuvre)</li> </ul>	DGIST	Octobre 2016





#### RECOMMANDATION 4

*L'ASFC devrait évaluer l'utilisation et les contrôles des DSP dans le contexte des programmes de l'Agence et de son environnement et mettre en place les mesures nécessaires pour corriger les lacunes et les faiblesses.*

##### RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada évaluera l'utilisation des dispositifs de stockage portatifs à l'ASFC ainsi que les mesures de contrôle à cet égard; elle mettra en place des mesures de contrôle adéquates là où des lacunes et des faiblesses auront été notées.

Échéance : décembre 2016

PLAN D'ACTION DE LA DIRECTION	BPR	ÉCHÉANCE
<ul style="list-style-type: none"><li>L'ASFC a déjà dressé la liste des lacunes et des faiblesses à la lumière des exigences du SCT.</li></ul>	Contrôle / DGIST	Terminé
<ul style="list-style-type: none"><li>Les mesures de contrôle indiquées seront mises en place comme il est indiqué dans le plan d'action des recommandations 1 et 3.</li></ul>	Contrôle / DGIST	Juillet 2016
<ul style="list-style-type: none"><li>Après la mise en œuvre des recommandations du CPVP, l'ASFC réévaluera les mesures de contrôle déjà en place et validera les nouvelles mesures.</li></ul>	Contrôle / DGIST	Décembre 2016



## RECOMMANDATION 5

*L'ASFC devrait veiller à ce que tout le personnel, y compris les employés contractuels, soit au courant de la politique de l'Agence régissant l'utilisation des DSP personnels pour le travail.*

### RÉPONSE DE LA DIRECTION (INCLURE DANS LE RAPPORT)

La direction accepte la recommandation. L'Agence des services frontaliers du Canada (ASFC) s'assurera que tous les employés, y compris le personnel contractuel, sont au courant de sa politique sur l'utilisation des dispositifs portatifs personnels dans le cadre de leur travail.

Échéance : juillet 2016

PLAN D'ACTION DE LA DIRECTION	BPR	ÉCHÉANCE
<ul style="list-style-type: none"> <li>Le message de l'agent de sécurité de l'Agence (recommandation 1) comprend les procédures à suivre concernant les dispositifs de stockages portatifs personnels.</li> </ul>	Contrôle	Juillet 2015 (terminé)
<ul style="list-style-type: none"> <li>Le <i>Volume de sécurité</i> de l'ASFC sera mis à jour; les nouvelles exigences y seront ajoutées. Un message de l'agent de sécurité de l'Agence sera rédigé afin d'informer tous les employés qu'ils devront prendre connaissance des nouvelles exigences.</li> </ul>	Contrôle	Novembre 2015 (terminé)
<ul style="list-style-type: none"> <li>La Direction générale du contrôle mettra à jour tous les produits de sensibilisation à la sécurité (les modules de formation en ligne, le <i>Guide de sécurité</i>, etc.) en y ajoutant toutes les nouvelles procédures à suivre concernant les dispositifs de stockage portatifs.</li> </ul>	Contrôle	Juillet 2016

## Office of the Privacy Commissioner of Canada

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### Reports and Publications

## Audit Reports

### Summary Examination Report

#### Audit - Privacy and Portable Storage Devices CANADA BORDER SERVICES AGENCY

#### LINE OF ENQUIRY I: PHYSICAL CONTROLS

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##### INVENTORY MANAGEMENT

###### Expectation:

A mechanism is in place to register and track the issuance of portable storage devices—that may contain personal information—throughout their life cycle.

###### Observations:

The Canada Border Services Agency (CBSA or the Agency) has established a mechanism that captures the issuance of laptops and tablets.

Some, but not all, USB storage devices (memory sticks and portable hard drives) are registered.

The issuance of CDs and DVDs is not recorded.

Shared Services Canada is responsible for tracking the issuance of smart phones.

###### Consequence:

In order to ensure adequate security measures are in place to protect personal information entrusted to them, federal institutions must know where data is stored. The identification and tracking of assets is critical in this regard. Without such a mechanism, institutions lack the ability to determine what devices are being used, by whom and for what purposes. By extension, it impedes their ability to minimize the risk of a data loss.

###### Recommendation:

Ensure that the issuance of all portable storage devices—that may be used to retain personal information—is recorded for identification and tracking purposes.

###### Management Response:

Agreed.

The Canada Border Services Agency will ensure that the issuance of all portable storage devices are inventoried, tracked, and labelled accordingly.

Completion date: July 2016.

## **DISPOSAL OF SURPLUS AND DEFECTIVE ASSETS**

### **Expectation:**

Formalized procedures are in place for the secure disposal of surplus and defective portable storage devices

### **Observations:**

The Agency has implemented a decentralized disposal process. Regional offices are responsible for managing their respective inventories of portable storage devices (PSDs).

Surplus and defective PSDs pending disposal are held in a secure environment.

There are formal procedures in place that establish administrative and security requirements for the disposal of PSDs.

### **Consequence:**

A formal (documented) process facilitates a standardized, consistent approach for the secure disposal of portable storage devices. The absence of same—or a lack of awareness of the process—presents a risk that inadequate disposal methods may be used, potentially resulting in an inappropriate disclosure of personal information.

### **Recommendation:**

Formalized procedures are in place for the secure disposal of portable storage devices; therefore, no recommendation is required.

### **Observations:**

The Agency uses non-certified wiping software to sanitize surplus laptops prior to their disposal. The software does not generate documentary evidence (verification report) confirming that a hard drive has been securely wiped.

### **Consequence:**

Organizations have an obligation to protect personal information under their control, from the time of collection until the data is disposed of by a secure method. The use of certified software for sanitization purposes, or the physical destruction of devices, provides the highest level of assurance in this regard.

In the absence of either a verification report generated by certified software—that confirms a full and secure wipe has been performed—or confirmation of physical destruction (e.g. certificate), there is no assurance that personal information has been disposed of in a secure manner.

### **Recommendation:**

Retain documentary evidence—either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction—as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.

### **Management Response:**

Agreed.

The Canada Border Services Agency will retain documentary evidence — either the confirmation report generated by a certified cleansing mechanism or confirmation of physical destruction — as verification that all data on surplus or defective portable storage devices has been destroyed in a secure manner.

Completion date: December 2015.

## LINE OF ENQUIRY II: SECURITY CONTROLS

### RISK ASSESSMENT

#### Expectation:

The security and privacy risks inherent to the use of portable storage devices have been assessed.

#### Observations:

With the exception of optical discs (CDs and DVDs), the risks surrounding the use of portable storage devices have been formally assessed.

The assessment was undertaken by the Canada Revenue Agency, which manages the legacy IT infrastructure that was in place when the revenue and customs/excise mandates fell under the same entity, the Canada Customs and Revenue Agency (CCRA). CBSA's network resides on the legacy CCRA IT platform.

Although there is no evidence to suggest the existing control framework is lacking, the CBSA has not independently assessed portable storage device usage—and the deployment of IT security controls—within the context of its own programs and environment.

#### Consequence:

Security and privacy risk analysis identifies potential threats and vulnerabilities surrounding the use of portable storage devices. Without such analysis, the institution may not address gaps and weaknesses that require mitigating controls.

#### Recommendation:

Assess the risk to personal information resulting from the use of CDs/DVDs to store data, and implement appropriate controls to address identified gaps and weaknesses.

#### Management Response:

Agreed.

The Canada Border Services Agency will assess the security risk associated with the use of CDs/DVDs, as well as the business impact of removing this feature.

Completion date: October 2016.

#### Recommendation:

Assess the use of, and controls on, portable storage devices within the context of the Agency's own programs and environment, and implement appropriate controls to address identified gaps and weaknesses.

#### Management Response:

Agreed.

The Canada Border Services Agency will assess the use of, and controls on, portable storage devices within CBSA, and implement appropriate controls to address identified gaps and weaknesses.

Completion date: December 2016.

### IT CONTROLS

### **Expectation:**

Adequate logical controls have been implemented to protect personal information transmitted to, and stored on, portable storage devices.

### **Observations:**

The Agency has implemented various controls to protect personal information transmitted to, and retained on, portable storage devices, including:

- Encryption has been implemented and enforced on laptops, tablets and USB storage devices;
- Anti-virus protection is deployed on laptops and tablets;
- Local administrative rights are restricted on laptops and tablets, preventing users from installing unauthorized applications; and
- Laptops and tablets have sound password parameters.

### **Consequence:**

Adequate logical controls are essential to protect data residing on portable storage devices. If such controls are not in place, there is an increased risk of an unauthorized disclosure of personal information. This could result in harm to the impacted parties and erode public trust in an institution's ability to protect privacy.

### **Recommendation:**

The existing controls examined as part of the audit were found to be adequate; therefore no recommendation is required.

## **LINE OF ENQUIRY III: PRIVACY MANAGEMENT AND ACCOUNTABILITY**

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### **POLICY FRAMEWORK**

#### **Expectation:**

Policies have been established governing the use of portable storage devices that are consistent with Government of Canada security requirements and best practices.

#### **Observations:**

The Agency has implemented a number of policies, standards and guidelines that collectively form its framework for managing portable storage devices (PSDs). The Policy on the Use of Electronic Resources, Policy on the Security of the Computing Environment, Directive on the Use of Wireless Technology and Information Security Policy are core governance instruments in this regard.

When examined collectively, existing instruments address all types of PSDs, responsibility for safeguarding IT assets and information, the type of information that may be stored on PSDs and the requirement to report the loss or theft of a device. The use of privately-owned devices is also addressed.

#### **Consequence:**

Sound security-related policies are essential to protect organizational assets, including personal information. They set out the organization's framework for meeting its legislative and administrative obligations. Moreover, by establishing accountability and associated responsibilities, they provide the mechanisms through which privacy protection is integrated into day-to-day operations.

The absence of well-defined policies may result in inconsistent and inadequate information-handling practices that place privacy at risk.

#### **Recommendation:**

The Agency has policies in place to govern the use of portable storage devices. The policies are consistent with Government of Canada security requirements; therefore, no recommendation is required.

## TRAINING AND AWARENESS

### Expectation:

Employees, including contract personnel, are aware of the acceptable uses of, and associated risks surrounding, portable storage devices.

### Observations:

A mandatory employee security awareness program is in place. The on-line presentation addresses the obligation to safeguard information and assets, the requirement to label information stored on removable media and report the loss or theft of any corporate asset. The presentation also provides a list of resources, including policies related to the use of portable storage devices (PSDs).

The training is supplemented by other resources, such a security bulletin which addresses the use of USB keys and other removable devices.

One element absent in the mandatory training deck presentation is the Agency's policy regarding the use of privately-owned PSDs for work-related purposes. The privacy risks surrounding privately-owned devices underscores the importance of ensuring employees are aware of the policies governing their use.

### Consequence:

Compliance with the spirit and requirements of the *Privacy Act* depends largely on how well it is understood by those handling personal information.

In terms of the use of portable storage devices, employees must be aware of applicable organizational policies and procedures, and their roles and responsibilities in ensuring that these instruments function as intended. Without a clear understanding in this regard, there is a risk that employees will not exercise the appropriate level of due diligence in managing personal information stored on portable devices. This could result in a privacy breach.

### Recommendation:

Ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable storage devices for work-related purposes.

#### Management Response:

Agreed.

The Canada Border Services Agency will ensure that all employees, including contract personnel, are aware of the Agency's policy regarding the use of privately-owned portable devices for work-related purposes.

Completion date: July 2016.

## SECURITY INCIDENTS - PRIVACY BREACHES

### Expectation:

Incident response procedures have been implemented to address data exposures (inappropriate disclosures of personal information) resulting from the loss or theft of portable storage devices.

### Observations:

Procedures are in place to respond to incidents involving the loss or theft of a portable storage device.

The requirement to report security incidents is established under the Agency's Security Policy.

If a security incident results in a privacy violation, the Agency's privacy breach protocol is triggered. Key elements of the protocol are breach containment, evaluation (impact), notification and prevention.

**Consequence:**

An organization is accountable for protecting personal information under its control. In the event of a suspected or confirmed data loss, the organization has an obligation to investigate the occurrence. Incident response procedures are a key element of the administrative infrastructure for doing so.

In the absence of an established protocol for responding to a potential or real privacy breach, there is a risk that the impact will not be fully understood and minimized, and appropriate measures will not be implemented to mitigate the risk of a reoccurrence.

**Recommendation:**

Incident response procedures are in place to address inappropriate disclosures of personal information; therefore, no recommendation is required.

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Date Modified: 2013-10-24



## **Commissariat à la protection de la vie privée du Canada**

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### **Rapports et publications**

### **Rapports de vérification**

#### **Rapport d'examen sommaire**

#### **Vérification - Protection de la vie privée et dispositifs de stockage portables AGENCE DES SERVICES FRONTALIERS DU CANADA**

##### **SECTEUR D'EXAMEN I - CONTRÔLES PHYSIQUES**

---

##### **GESTION DE L'INVENTAIRE**

###### **Attente :**

Un mécanisme est en place pour enregistrer et faire le suivi des dispositifs de stockage portables fournis — qui peuvent contenir des renseignements personnels — tout au long de leur cycle de vie.

###### **Observations :**

L'Agence des services frontaliers du Canada (ASFC ou l'Agence) a établi un mécanisme pour consigner l'attribution d'ordinateurs portatifs et de tablettes.

Certains des dispositifs de stockage USB (clés USB et disques durs portables) sont enregistrés, mais pas tous.

La remise de CD et DVD n'est pas consignée.

Services partagés Canada est responsable de contrôler la distribution l'attribution de téléphones intelligents.

###### **Conséquence :**

Pour garantir que des mesures de sécurité adéquates sont en place pour protéger les renseignements personnels qui leur sont confiés, les institutions fédérales doivent savoir où les données sont stockées. Pour ce faire, il est crucial d'identifier et de faire le suivi des biens. Sans un tel mécanisme, les institutions ne peuvent pas savoir quels dispositifs sont utilisés, par qui, et à quelles fins, ce qui nuit à leur capacité de réduire au minimum le risque de perdre des données.

###### **Recommandation :**

Veiller à ce que la remise de tous les dispositifs de stockage portables — qui peuvent servir à conserver des renseignements personnels — soit consignée à des fins d'identification et de suivi.

###### **Réponse de la direction :**

D'accord.

L'Agence des services frontaliers du Canada fera en sorte que tous les dispositifs de stockage sont répertoriés dans un inventaire, qu'ils font l'objet de suivis et sont étiquetés en bonne et due forme.

Date d'échéance : juillet 2016.

## ÉLIMINATION DES ACTIFS EXCÉDENTAIRES OU DÉFECTUEUX

### Attente :

Des procédures officielles sont en place pour assurer l'élimination sécuritaire des dispositifs de stockage portables excédentaires ou défectueux.

### Observations :

L'Agence a mis en place un processus d'élimination décentralisé. Les bureaux régionaux sont responsables de gérer leur propre inventaire de dispositifs de stockage portables (DSP).

Les DSP excédentaires ou défectueux sont conservés dans un environnement sécurisé avant leur élimination.

Des procédures officielles établissant des exigences administratives et de sécurité pour l'élimination des DSP sont en place.

### Conséquence :

Un processus officiel (documenté) appuie une approche uniforme et normalisée assurant l'élimination sécuritaire des dispositifs de stockage portables. En l'absence d'un tel processus — ou s'il y a un manque de sensibilisation à ce processus — il existe un risque que l'on ait recours à des méthodes d'élimination inadéquates, ce qui pourrait entraîner une divulgation inappropriée de renseignements personnels.

### Recommandation :

Des procédures officielles sont en place pour assurer l'élimination sécuritaire des dispositifs de stockage portables; par conséquent, aucune recommandation n'est formulée.

### Observations :

L'Agence utilise un logiciel qui ne fait pas partie des logiciels d'effacement certifiés pour effacer les ordinateurs portables excédentaires avant leur élimination. Le logiciel ne produit pas de preuve documentaire (rapport de vérification) confirmant que le disque dur a bien été effacé.

### Conséquence :

Les organisations ont l'obligation de protéger les renseignements personnels dont ils ont la charge, à partir du moment de la collecte jusqu'à l'élimination des données par l'entremise d'un moyen sûr. L'utilisation de logiciels certifiés pour effacer le matériel, ou encore la destruction matérielle des dispositifs offrent la meilleure garantie à ce chapitre.

S'il n'y a pas de rapport de vérification généré par le logiciel — pour confirmer que l'effacement complet et sécuritaire a bien eu lieu — ou de confirmation de destruction du matériel (p. ex. un certificat), il n'y a pas de garantie que les renseignements personnels ont été éliminés de manière sécuritaire.

### Recommandation :

Conserver des preuves documentaires — soit le rapport de confirmation généré par le mécanisme de nettoyage certifié, soit la confirmation de destruction du matériel — en tant que vérification visant à assurer que toutes les données sur les dispositifs de stockage portables excédentaires ou défectueux ont été éliminées de manière sécuritaire.

### Réponse de la direction :

D'accord.

L'Agence des services frontaliers du Canada conservera les preuves documentaires — soit le rapport de confirmation généré par le mécanisme de nettoyage certifié, soit la confirmation de destruction du matériel — en tant que vérification visant à assurer que toutes les données sur les dispositifs de stockage portables excédentaires ou défectueux ont été éliminées de manière sécuritaire.

Date d'échéance : décembre 2015.

## SECTEUR D'EXAMEN II - CONTRÔLES DE SÉCURITÉ

### ÉVALUATION DES RISQUES

#### Attente :

Les risques liés à la protection de la vie privée et à la sécurité inhérents à l'utilisation de dispositifs de stockage portables ont été évalués.

#### Observations :

Sauf pour ce qui est des disques optiques (CD et DVD), les risques entourant les dispositifs de stockage portables ont été évalués de façon officielle.

C'est l'Agence du revenu du Canada qui a effectué l'évaluation, puisque c'est elle qui gère l'infrastructure des TI qui avait été mise en place lorsque les mandats du revenu, des douanes et de l'accise relevaient d'un même organisme, l'Agence des douanes et du revenu du Canada (ADRC). Le réseau de l'Agence des services frontaliers du Canada (ASFC) fonctionne toujours sur la plateforme des TI de l'ancienne ADRC qui est demeurée en place.

Même s'il n'existe aucune preuve laissant croire à des lacunes dans le cadre de contrôles existant, l'ASFC n'a pas évalué spécifiquement l'utilisation des dispositifs de stockage portables — et la mise en œuvre de contrôles des TI — dans le contexte de ses propres programmes et environnement.

#### Conséquence :

L'analyse des risques liés à la protection de la vie privée et à la sécurité permet de constater qu'il existe des menaces et des vulnérabilités potentielles liées à l'utilisation des dispositifs de stockage portables. Sans une telle analyse, l'institution pourrait ne pas corriger les points faibles et les lacunes qui doivent faire l'objet de mesures d'atténuation.

#### Recommandation :

Évaluer les risques pour les renseignements personnels qui résultent de l'utilisation des CD/DVD pour stocker des données, et mettre en place des contrôles appropriés pour corriger les lacunes et les faiblesses.

#### Réponse de la direction :

D'accord.

L'Agence des services frontaliers du Canada évaluera le risque en matière de sécurité associé à l'utilisation des CD/DVD, ainsi que l'incidence pour les opérations d'un retrait des lecteurs CD/DVD.

Date d'échéance : octobre 2016.

#### Recommandation :

Évaluer l'utilisation des dispositifs de stockage portables et les contrôles qui sont présents dans le contexte des programmes et de l'environnement propres à l'Agence, et mettre en œuvre les contrôles appropriés pour régler les lacunes et faiblesses relevées.

#### Réponse de la direction :

D'accord.

L'Agence des services frontaliers du Canada évaluera l'utilisation des dispositifs de stockage portables au sein de l'Agence et les contrôles dont ils sont munis, et mettra en œuvre des contrôles appropriés pour régler les lacunes et faiblesses relevées.

Date d'échéance : décembre 2016.

## CONTRÔLES DES TI

### Attente :

Des contrôles logiques adéquats ont été mis en place pour protéger les renseignements personnels transférés ou stockés sur des dispositifs de stockage portables.

### Observations :

L'Agence a mis en œuvre divers contrôles pour protéger les renseignements personnels transférés ou stockés sur des dispositifs de stockage portables, notamment les suivants :

- le cryptage des ordinateurs portables, des tablettes et des dispositifs de stockage USB a été mis en œuvre et appliqué;
- une protection antivirus est déployée dans les ordinateurs portables et les tablettes;
- les droits de l'administrateur local sont limités sur les ordinateurs portables et les tablettes, empêchant les utilisateurs d'installer des applications non autorisées;
- les ordinateurs portables et les tablettes ont de solides paramètres de mot de passe.

### Conséquence :

L'application de contrôles logiques adéquats est essentielle à la protection des données contenues dans les dispositifs de stockage portables. En l'absence de tels contrôles, il existe un risque accru de communication non autorisée de renseignements personnels. Cela pourrait porter préjudice aux parties touchées, et nuire à la confiance du public à l'égard de la capacité d'une institution de protéger les renseignements personnels.

### Recommandation :

Les contrôles existants examinés dans le cadre de l'évaluation ont été jugés adéquats; par conséquent, aucune recommandation n'est formulée.

## SECTEUR D'INTÉRÊT III : GESTION DE LA PROTECTION DE LA VIE PRIVÉE ET RESPONSABILISATION

### CADRE STRATÉGIQUE

#### Attente :

Des politiques ont été mises en place pour régir l'utilisation de dispositifs de stockage portables conformément aux exigences et pratiques exemplaires du gouvernement du Canada en matière de sécurité.

#### Observations :

L'Agence a mis en place un certain nombre de politiques, de normes et de lignes directrices qui, ensemble, constituent son cadre de gestion des dispositifs de stockage portables (DSP). La Politique sur l'utilisation des ressources électroniques, la Politique sur la sécurité de l'environnement informatique, la Directive sur l'utilisation des technologies sans fil et la Politique sur la sécurité de l'information sont les instruments de gouvernance principaux sur ces questions.

Lorsqu'on les évalue dans leur ensemble, les instruments existants portent sur tous les types de DSP, la responsabilité de protéger les biens de TI et l'information, le type d'information qui peut être conservé sur

les DSP ainsi que l'exigence de signaler la perte ou le vol d'un dispositif. L'utilisation de dispositifs personnels est abordée.

**Conséquence :**

La mise en place de politiques robustes sur la sécurité est essentielle à la protection des biens organisationnels, y compris les renseignements personnels. Ces politiques établissent le cadre de l'organisation qui vise à assurer le respect de ses obligations législatives et administratives. De plus, en établissant une reddition de compte et des responsabilités connexes, elles procurent des mécanismes qui intègrent la protection des renseignements personnels aux activités quotidiennes.

L'absence de politiques bien définies peut conduire à des pratiques de gestion des renseignements inadéquates et non uniformes.

**Recommandation :**

L'Agence a des politiques en place qui régissent l'utilisation des dispositifs de stockage portables. Ces politiques sont conformes aux exigences du gouvernement du Canada en matière de sécurité; par conséquent, aucune recommandation n'est formulée.

**FORMATION ET SENSIBILISATION**

**Attente :**

Les employés, y compris le personnel contractuel, sont informés des utilisations acceptables des dispositifs de stockage portables, et des risques entourant leur utilisation.

**Observations :**

Un programme obligatoire de sensibilisation des employés à la sécurité a été mis en œuvre. La présentation en ligne aborde l'obligation de protéger l'information et les biens, l'exigence d'étiqueter les supports externes en fonction de l'information qui y est stockée, et de signaler la perte ou le vol de tout bien organisationnel. La présentation fournit également une liste de ressources, y compris les politiques traitant de l'utilisation des dispositifs de stockage portables (DSP).

D'autres ressources s'ajoutent à la formation, notamment un bulletin de sécurité qui aborde l'utilisation des clés USB et d'autres appareils externes.

Un élément qui manque dans la formation obligatoire est la mention de la politique de l'Agence concernant l'utilisation de DSP personnels à des fins professionnelles. En raison des risques d'atteinte à la vie privée associés à l'utilisation de dispositifs personnels, il est très important de veiller à ce que les employés soient au courant des politiques régissant leur utilisation.

**Conséquence :**

La conformité à l'esprit et aux exigences de la *Loi sur la protection des renseignements personnels* est largement tributaire de la compréhension qu'en ont les employés qui traitent ces renseignements.

En ce qui concerne l'utilisation des dispositifs de stockage portables, les employés doivent être informés des politiques et des procédures applicables de l'organisation, ainsi que des rôles et responsabilités qui leur incombent pour s'assurer que ces instruments fonctionnent comme prévu. Sans une compréhension claire à cet égard, il existe un risque que les employés n'exercent pas le niveau de diligence requis lorsqu'ils gèrent des renseignements personnels stockés sur des dispositifs portables, ce qui pourrait mener à une atteinte à la protection des renseignements personnels.

**Recommandation :**

Veiller à ce que tous les employés, y compris les employés contractuels, soient au courant de la politique de l'Agence régissant l'utilisation des dispositifs de stockage portables personnels pour le travail.

**Réponse de la direction :**

D'accord.

L'Agence des services frontaliers du Canada veillera à ce que tous les employés, y compris les employés contractuels, soient au courant de la politique de l'Agence régissant l'utilisation des dispositifs de stockage portables personnels pour le travail.

Date d'échéance : juillet 2016.

## **INCIDENTS DE SÉCURITÉ - ATTEINTES À LA VIE PRIVÉE**

### **Attente :**

Des procédures d'intervention en cas d'incident ont été mises en œuvre pour les accès non autorisés aux données (divulgaration inappropriée de renseignements personnels) découlant de la perte ou du vol de dispositifs de stockage portables.

### **Observations :**

Des procédures officielles sont en place pour réagir en cas d'incident de sécurité, comme la perte ou le vol de dispositifs de stockage portables.

L'exigence de signaler des incidents de sécurité est inscrite dans la Politique de sécurité de l'Agence.

Si un incident de sécurité entraîne une atteinte à la vie privée, le protocole de l'Agence en matière d'atteinte à la vie privée est déclenché. Les éléments clés du protocole comprennent : l'endiguement de l'atteinte, l'évaluation de son incidence, la signalisation et la prévention.

### **Conséquence :**

Une organisation a la responsabilité de protéger les renseignements personnels qui sont sous son contrôle. Dans le cas de pertes de données présumées ou confirmées, l'organisation a l'obligation d'enquêter sur ce qui s'est passé. Les procédures d'intervention en cas d'incident sont des éléments clés de l'infrastructure administrative.

En l'absence d'un protocole établi pour intervenir en cas de violation potentielle ou réelle de la confidentialité, il existe un risque que les répercussions ne soient pas pleinement comprises et qu'elles soient minimisées, et que des mesures adéquates ne soient pas mises en place pour atténuer le risque que la situation se reproduise.

### **Recommandation :**

Des procédures d'intervention en cas de communication inappropriée de renseignements personnels sont en place; par conséquent, aucune recommandation n'est formulée.

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Date de modification : 2012-10-24



PROTECTED A

For action

## **HOSPITALITY BUDGET APPROVAL FOR THE CBSA EXECUTIVE COMMITTEE MEETING (CELEBRATING FOSS DECOMMISSIONING MID-DECEMBER)**

For the Vice-President

### **PURPOSE**

The purpose of this briefing note is to obtain the CFOs approval of the hospitality expense for the Executive Committee meeting being held mid-December to commemorate the successful decommissioning of the Field Operations Support System (FOSS).

The total cost for hospitality for the Executive Committee meeting is \$150 (\$6.80/per person) and includes cake, coffee, paper plates, paper cups, and plastic forks.

### **ISSUE**

ISTB and Programs Branch, in collaborations with Operations Branch is planning a recognition event for the CBSA Executive (date likely to be mid-December) likely as part of an existing Executive Committee meeting. The meeting will include the following:

- Commemoration plaque to be presented to the President of the CBSA to acknowledge and recognize FOSS Decommissioning and all those who contributed.
- A second plaque to be presented to CIC/ IRC.
- FOSS video may be played.
- Coffee and Cake will be served. Cake will be frosted as a FOSS Screen.
- A 'cinq à sept' at the Heart and Crown on Preston Street is being organized to follow (no additional cost is anticipated).

### **BACKGROUND**

Effective November 6, 2015, the Global Case Management System (GCMS), a modern case processing tool, has fully replaced the outdated Field Operations Support System (FOSS). This major initiative has changed the way over 6000 Border Services Officers perform their duties. It has spanned several years and involved all branches of the Agency. As a result, a meeting will be scheduled at the President's earliest convenience, or an agenda item added to an upcoming, Executive Committee (EC) meeting. It will include a 10-15 minute item for the President to

PROTECTED A

acknowledge the accomplishments of the organisation (speaking notes will be provided well in advance).

#### **STATUS**

- Speaking notes have been drafted for the president
- Scenario Note has being drafted to the president's office
- Plaques are being sourced, wording has been drafted and financial authorities/mechanisms checked (Plaques are not part of this function)
- Invitations for the '5 à 7' Heart and Crown will be drafted, translated and prepared to be sent out once the date is confirmed.

#### **NEXT STEPS**

Next step includes your approval for the attached hospitality is requested.

#### **RECOMMENDATION**

Recommendation is to approve the total cost for hospitality for the Executive Committee meeting.

---

, Director General

**Vice-President's Response**



PROTECTED A

I approve ☐

I do not approve ☐

---

ATTACHMENT(S)

**1. Costing.docx**

The list of attachments must stay on the same page as the signature(s) page.

President's Office time stamp / Timbre dateur du bureau de la présidente



Canada Border Services Agency  
 Agence des services frontaliers du Canada

PROTECTED A or B / PROTÉGÉ A ou B

CBSA/ASFC-15-00318

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

		ACTION REQUIRED/ MESURE REQUISE	
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson	2 - JAN 29 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President/ Vice-président Maurice Chénier	<i>Maurice Chénier</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p><b>Subject/Objet :</b> Shared Services Canada Aging Infrastructure Letter and Briefing Note</p> <p><b>Action/Mesure :</b> For approval / Pour approbation</p> <p><b>BF/AR :</b> N/A</p> <p>President,</p> <p>At a recent Executive Committee, I reported SSC disclosed to the Agency in December that they are</p> <p>In last few weeks, we completed a rapid due diligence. Attached is a briefing note that provides you with situational awareness and a letter to SSC in case you judge it important to be submitted for the record. We know SSC is trying to get funding to mitigate the risk and you may judge that it is better to send the letter closer to the date when they confirm they have funding for our assets replacement.</p> <p>We can discussed at our next bilat as well.</p>			



Canada Border Services Agency  
Agence des services frontaliers du Canada  
President Présidente  
Ottawa, Canada  
K1A 0L8

JAN 29 2016

Mr. Ronald Parker  
President  
Shared Services Canada  
434 Queen Street  
Ottawa, Ontario K1G 4A8

Dear Mr. <sup>Ron</sup>Parker:

I would like to thank you for your department's efforts throughout November and December 2015, when Shared Services Canada (SSC) worked with the Canada Border Services Agency (CBSA) to replace the complete suite of end-of-life mainframe computers. The replacement computers (EC12s) were funded by the SSC and have provided the CBSA with a supported and scalable computing platform. The collaborative effort was a great example of good planning and strong partnership.

However, the reason for my letter today is to apprise you of concerns the CBSA has regarding its mission-critical and designated sites supported by SSC infrastructure, including but not limited to, the

Recently, a report prepared by the SSC for the Canada Revenue Agency (CRA), dated December 7, 2015, was found to list many pieces of infrastructure that had reached the end of their support periods. It should be noted that many of the sites referred to in the report are actually CBSA sites on the RCNet, a network that we share with the CRA. I am concerned both with the state of the infrastructure and with the fact that the CBSA was not made aware of these risks or of the report by the SSC.

As you are aware, CBSA asset failures would create a national security risk to the Agency and to Canada,

On the commerce and trade side, the Agency

would have a significant impact on the Canadian economy and would be noticed immediately for high visibility media attention.

Our respective teams have recently discussed this matter, and the SSC has since confirmed the deployment of some spare equipment and parts to some but not all critical and designated CBSA sites. It is my understanding that procurement activity has started for some replacement equipment as well, but the Agency has no indication of target completion dates to lower service continuity risks. While the SSC Account Team has

Canada

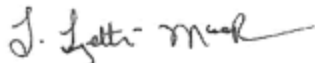
confirmed that the SSC will fund the replacement equipment, the Agency is concerned about funding, given the recent SSC policy on cost recovery.

Moving forward, I would like to highlight three items for your attention:

1. Given the CBSA's mandate to offer 7/24 business continuity, it is the Agency's expectation that none of the equipment supporting critical or designated sites be permitted to go without vendor support at any time. The CBSA and the SSC will need to work together to establish this as an operating principle.
2. Given the immediate risk to border operations (traveller, commerce, and security), I ask that you provide a comprehensive and detailed plan for the interim and an immediate mitigation and longer-term replacement strategy for items identified in the December 7, 2015, report.
3. Given that the SSC report only addresses network infrastructure and was within a CRA context, I would ask that your team provide a complete analysis of all aging infrastructure (network, computing, storage, and supporting peripherals) as well as a plan, including timelines, for equipment replacement.

I thank you in advance for your co-operation in this important matter. I want to reiterate my personal support and the Agency's ongoing commitment to working with the SSC in continuing to support the mutual delivery agenda and assure continued services to Canadians. We look forward to working with your team to address these pressing operational requirements

Yours sincerely,



Linda Lizotte-MacPherson  
President

c.c.: Mr. François Guimont, Deputy Minister  
Public Safety Canada

Mrs. Yaprak Baltacioğlu, Secretary  
Treasury Board of Canada



For action

## **AGING INFORMATION TECHNOLOGY INFRASTRUCTURE SUPPORTING CBSA SITES**

For the President

### **PURPOSE**

This note is intended to inform you of the risks to the Canada Border Services Agency (CBSA) Information Technology (IT) infrastructure operated by Shared Services Canada (SSC) that supports critical and high profile CBSA sites. This update was discussed at a recent Executive Committee meeting raising more concerns amongst our executive table.

### **ISSUE**

In December 2014, the Information, Science and Technology Branch (ISTB) identified a significant risk when SSC acknowledged the lapse in vendor support for a preliminary \$5.7 million of aging IT infrastructure. Impacted sites include critical 7/24 and designated CBSA locations.

### **BACKGROUND**

In August 2011, SSC was created and tasked with the responsibility of managing Government of Canada IT infrastructure, more specifically email, data centers, networks and telecommunications. Since then, SSC has been responsible for the management of the infrastructure supporting CBSA operations. The CBSA also maintains a continued relationship with the Canada Revenue Agency (CRA) for shared infrastructure and IT services.

Over the months of November and December 2015, SSC worked with the CBSA to successfully replace the complete suite of end-of-life mainframe computers. The newer mainframe computers (EC12s) were funded by SSC and have provided the CBSA with a scalable and vendor supported computing platform. However, it is important to note that additional capacity is already required on the mainframe and will have to be funded by the Agency.

On a less positive note, in December 2015, the CRA shared an SSC report with the CBSA CIO and the DG Enterprise Services Directorate (ESD) which identified SSC owned IT equipment located at critical sites for which vendor support had expired or would expire at some point this

calendar year. The report described \$5.7 million of network technology that no longer had vendor support, as well as an additional \$0.7 million of infrastructure for which support would expire in October 2016. The report scope did not include computing platforms, storage and other assets.

The risks associated with end-of-support IT infrastructure are concerning from three perspectives: first, the age of the equipment increases the risk of failure; second, without vendor support, there is typically an increase in the amount of time it takes to restore service when faced with an outage; and, finally, in most cases it is no longer possible to apply security and performance patches which safeguard against vulnerabilities.

A number of critical and designated sites have non-supported IT equipment. This includes

The unsupported network switches located at each site provide connectivity to national services such as email, internet and mainframe applications;

## STATUS

ISTB's DG ESD has engaged the SSC Account Team in an effort to underline the importance of mitigating the risks and ensuring supported infrastructure is in place.

At this point in time, SSC has confirmed the partial deployment of spare infrastructure in close proximity to critical sites

in order to mitigate any outages.

They have also confirmed that procurement initiatives are currently underway to replace aging equipment at critical sites. Since 'ownership' of the equipment was transferred to SSC as part of the 2011 Order in Council, SSC should be funding the replacement of this infrastructure, but we are not sure of this commitment due to recent financial pressures at SSC.

It should be noted that the SSC document (shared by the CRA) did not include data center infrastructure. As a result, the DG ESD has requested a complete analysis of all aging infrastructure impacting the CBSA as well as a plan, including timelines, for the replacement of equipment listed.

## NEXT STEPS

1. It is the Agency's expectation that none of the equipment supporting critical or designated sites be permitted to go without vendor support at any time. The CBSA will strive to work with SSC to establish this as an operating principle.
2. Given the immediate risk to border operations, SSC has been asked to provide a detailed plan for the interim mitigation and longer-term replacement strategy.
3. As noted, the SSC document only addressed network infrastructure; as such, SSC has been asked to provide a complete analysis of all aging infrastructure as well as their plan, including timelines, for equipment replacement.
4. CBSA ISTB will also analyze the full financial impact of SSC inability to continue to fund asset life cycle replacement under their new cost recovery policy yet to be fully implemented.

## RECOMMENDATION

In order to underline the significance of this discussion, I propose that a letter (attached), be sent to Mr. Ronald Parker, the President of SSC. The second option would be to wait to see if SSC will be getting more funding and to get their commitments to be open with their plans to mitigate the operating risks growing every month.

*Maurice Chénier*

Maurice Chénier, Vice President  
Information Science and Technology

### President's response

I approve ☒

I do not approve ☐

*See memo  
changes*  
*L. Lizotte-MacPherson*

Linda Lizotte-MacPherson

## ATTACHMENT(S)

2016 01 12 End of Support Infrastructure.docx





PROTECTED B

For action

## INTERCHANGE CANADA AGREEMENT FOR MR.

For the President

### PURPOSE

To obtain approval to proceed with an Interchange Canada Agreement between the Canada Border Services Agency (CBSA) and the Canadian Security Intelligence Service (CSIS). The employee will be assigned from CSIS to the CBSA. The President's approval is required as the recovery of salary and employer-paid benefits across organizations are less than the full amount.

### ISSUE

The CBSA and CSIS would like to proceed with an Interchange agreement for Mr.  
an employee of CSIS, who will be assigned to the CBSA for a period of twelve  
(12) months effective December 14th, 2015 to December 13th, 2016.

Neither the CBSA, nor CSIS, is requesting a refund or recovery of salary for the participant. As such, to comply with the Treasury Board Secretariat (TBS) *Policy on Interchange Canada*, only the Deputy Head may approve the Interchange assignment.

### BACKGROUND

The CBSA frequently accepts assignments to and from CSIS through the Interchange Canada program. As CSIS is not part of Schedule I or IV of the Financial Administration Act, an Interchange Canada assignment is the only available mechanism to temporarily assign employees.

At times, when it is deemed to be the most appropriate means to further the objectives of the Interchange assignment, organization's will not request a refund or recovery of the participant's salary. This practice is common between our two organizations as information sharing is part of everyday work with our portfolio partners. When this occurs, the Interchange Canada assignment must be approved by the President of the CBSA, as directed by the TBS Policy on Interchange Canada.

PROTECTED B

You will find in annex the benefits from our organization to have employees from CSIS working at CBSA.

In addition, a summary of duties for Mr. \_\_\_\_\_ has been included as well in annex. One of the main activity for Mr. \_\_\_\_\_ is to manage and direct consultations with foreign governments and international organizations and other federal and provincial departments, agencies, private sector companies and associations on Agency wide and inter-related issues.

## RECOMMENDATION

It is recommended that you approve the Interchange Canada assignment for

\_\_\_\_\_  
Jean-Stéphen Piché  
Vice-President, Human Resources Branch

### President's Response

I approve ☐

I do not approve ☐

\_\_\_\_\_  
Linda Lizotte-MacPherson

### ATTACHMENTS:

Annex 1: Interchange Canada Letter of Agreement Mr.

Annex 2: Explanation pertaining to benefits for CSIS employee

Annex 3: Summary of duties for

(initial agreement)  
to be working at CBSA

PROTECTED / PROTÉGÉ

**INTERCHANGE CANADA LETTER OF AGREEMENT /  
PROTOCOLE D'ENTENTE ÉCHANGES CANADA**

In accordance with the Treasury Board's *Policy and Directive on Interchange Canada*, the following sets out the terms and conditions covering the assignment of

from Canadian Security Intelligence Service (CSIS), Ottawa, Ontario to Canada Border Services Agency (CBSA), Ottawa, Ontario.

It is agreed that will perform the duties of Manager, Headquarters. The assignment will take effect on December 14, 2015 for a period of 12 months less a day ending on December 13, 2016 with the provision for extension subject to the agreement of all parties or early termination with one (1) month's notice in writing from any of the parties.

will report to Tracy Annett, Director, Operations Branch, for the purposes of this Interchange assignment.

Conformément à la *Politique et la Directive du programme Échanges Canada* du Conseil du Trésor, le présent protocole d'entente détermine les modalités de du Service canadien du renseignement de sécurité (SCRS), Ottawa, Ontario à l'Agence des services frontaliers du Canada (ASFC), Ottawa, Ontario.

Il est convenu que exercera les fonctions de Gestionnaire, Administration centrale. L'affectation commencera le 14 décembre 2015 et sera d'une durée de 12 mois moins 1 jour à compter de cette date et se terminera le 13 décembre 2016. Elle pourra être prolongée avec l'autorisation de toutes les parties ou raccourcie sous réserve d'un avis donné par écrit un (1) mois à l'avance par l'une ou l'autre des parties.

rendra compte à Tracy Annett, Directeur, Direction générale des opérations pour les fins de l'affectation Échanges Canada.

It is agreed by all parties outlined in this agreement that the following information shall be considered to be publicly available and shall be made available to the public on request: title and duties of the participant; name of the host organization; whereas the following information shall not be considered to be publicly available and shall not be made available to the public on request; name of the participant and the name of the sponsoring organization.

It is agreed that  
will remain an employee of the CSIS during the assignment with the CBSA and will receive his salary and employer-paid benefits from the CSIS. These costs will not be reimbursed by the CBSA.

Other job-related costs, such as training, overtime and traveling including trips to and from CSIS, will be borne by the CBSA. Travel entitlements shall be in accordance with the National Joint Council's *Travel Directive*.

At the end of the Interchange assignment, \_\_\_\_\_ will return to a position with the CSIS at a rate of remuneration of not less than his present salary plus any increases that may become due to him during the period of assignment according to the CSIS's salary system unless other arrangements have been agreed to by \_\_\_\_\_ and CSIS.

Il est convenu par toutes les parties spécifiées dans cette entente que l'information suivante doit être considérée accessible au public et doit être accessible au public sur demande : titre et fonctions du participant; nom de l'organisme d'accueil; tandis que l'information suivante ne doit pas être considérée accessible au public et ne doit pas être accessible au public sur demande; nom du participant et nom de l'organisme parrain.

Il est convenu que \_\_\_\_\_ demeurer l'employé du SCRS durant la durée de l'affectation à l'ASFC et qu'il continuera de recevoir du SCRS son traitement et ses avantages sociaux payés par l'employeur. Ces coûts ne seront pas remboursés par l'ASFC.

Les autres coûts liés au travail, tels que la formation, le temps supplémentaire et les déplacements incluant les voyages de CSIS et à CSIS, seront défrayés par l'ASFC. Les droits aux frais de déplacement doivent être ceux dictés par les dispositions de la *Directive sur les voyages* du Conseil national mixte.

À la fin de l'affectation Échanges Canada, \_\_\_\_\_ retournera au SCRS à un poste ayant un taux de rémunération qui ne sera pas inférieur à son traitement actuel plus toute augmentation qui pourrait lui être accordée pendant la durée de l'affectation, en vertu du régime salarial du SCRS, à moins que d'autres arrangements aient été négociés et que \_\_\_\_\_ et le SCRS aient été d'accord.

The applicable *Workers' Compensation Act* to which the CSIS is subject will govern any injuries during the assignment. The core public administration will comply with its obligations under Part II of the *Canada Labour Code* (Occupational Health and Safety) and pursuant Regulations regarding persons granted access to the work place. The CSIS will ultimately be responsible for any workers' compensation-related costs, regardless of who was designated responsible by the Ontario workers' compensation board.

If \_\_\_\_\_ is deemed liable to third parties as a result of an action in the performance of assigned duties, he shall be treated in the same way as employees of the core public administration and he will be eligible for indemnification and legal assistance in accordance with the Treasury Board's *Policy on Legal Assistance and Indemnification* and any other Act and/or policies applicable to employees shall apply to him.

It is agreed that should \_\_\_\_\_ not meet the language requirements of his assigned duties, the Director, Intelligence Operations Analysis Division, Operations Branch will ensure that all obligations are met with respect to the *Official Languages Act*, Part IV – Communications with and Services to the Public and Part V – Language of Work.

La *Loi sur les accidents du travail* applicable à laquelle est assujéti le SCRS gouvernera les blessures durant la durée de l'affectation.

L'administration publique centrale respectera ses obligations en vertu de la partie II du *Code canadien du travail* (Santé et sécurité au travail), et en vertu du Règlement, en ce qui concerne toute personne admise dans le lieu de travail. Le SCRS sera, en fin de compte, responsable des coûts relatifs aux accidents du travail, sans tenir compte de la personne désignée responsable par la commission des accidents du travail de l'Ontario.

Si \_\_\_\_\_ est tenu responsable face aux tiers suite à un geste posé dans l'exercice de ses fonctions assignées, il sera traité comme les employés de l'administration publique centrale et il sera admissible à une indemnisation et une prestation des services juridiques conformément à la *Politique sur les services juridiques et l'indemnisation* du Conseil du Trésor et toute autre loi ou politique applicable aux employés s'appliquera à lui.

Il est convenu que si \_\_\_\_\_ ne satisfait pas aux exigences linguistiques des fonctions du poste auquel il est affecté, le Directeur de la division des Opérations and analyse du renseignement, Direction générale des opérations doit veiller à ce que toutes les obligations prévues à la partie IV – Communications avec le public et prestation de services, et à la partie V – Langue de travail, de la *Loi sur les langues officielles* soit satisfaites.

It is agreed that the CBSA will provide the CSIS, upon request, with a written evaluation report on the performance of \_\_\_\_\_ on an annual basis or at the end of the assignment, if shorter.

It is agreed that \_\_\_\_\_ is entitled to take annual leave and sick leave during the period of assignment in accordance with terms and conditions of employment applicable to him in his sponsoring organization. Leave arrangements will be worked out in cooperation between \_\_\_\_\_ and Tracy Annett in light of operational requirements and personal needs.

A report of any leave taken by \_\_\_\_\_ will be provided on a monthly basis by the CBSA to the CSIS.

\_\_\_\_\_ shall be bound by section 4 of the *Security of Information Act* regarding wrongful communication of information.

It is agreed that all material supplied to \_\_\_\_\_ whether classified or unclassified, will be returned to the CBSA at the conclusion of the assignment. It is further agreed that all documents, reports and other productions made by \_\_\_\_\_ or anyone on his behalf, for the purpose of fulfilling or carrying out any duty related to the assignment, are the property of Her Majesty in right of Canada and shall not be released to any persons other than representatives of the CBSA, unless written permission

Il est convenu que l'ASFC remettra au SRCS sur demande, un rapport d'évaluation écrit du rendement de \_\_\_\_\_ à chaque année ou à la fin de l'affectation, si la durée est plus courte.

Il est convenu que \_\_\_\_\_ a le droit de prendre les congés annuels et les congés de maladie durant la durée de l'affectation conformément aux conditions de l'emploi en vigueur au sein de l'organisme parrain. Les décisions en matière de congés seront prises en étroite collaboration entre \_\_\_\_\_ et Tracy Annett en fonction des exigences de service et des besoins personnels.

Un rapport de congés pris par \_\_\_\_\_ sera fourni tous les mois par l'ASFC au SRCS.

\_\_\_\_\_ sera lié par l'article 4 de la *Loi sur la protection de l'information* portant sur la communication illicite de renseignements.

Il est convenu que tout le matériel fourni à \_\_\_\_\_, qu'il soit classifié ou non, sera remis à l'ASFC au terme de l'affectation. Il est aussi convenu que tous les documents, rapports ou autres publications, produits par \_\_\_\_\_ ou par toute personne agissant en son nom, dans le cadre d'une fonction liée à l'affectation, sont la propriété de Sa Majesté du chef du Canada et ne doivent être divulgués à personne d'autre que les représentants de l'ASFC, à moins d'autorisation écrite de

is obtained from the Deputy Head or her delegate.

It is agreed that the parties to this agreement shall satisfy themselves that there is no real, apparent or potential conflict of interest. The parties shall make such provisions as are necessary to prevent a conflict of interest from arising. In support of this,

\_\_\_\_\_ will file a conflict of interest declaration with the CBSA prior to the commencement of this assignment.

\_\_\_\_\_ s required to respect the principles and intent of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment*, Part 7 ("Political Activities") of the *Public Service Employment Act* and organizational Codes of Conduct. It is also agreed that while on assignment,

\_\_\_\_\_ will not be registered as a lobbyist.

It is agreed that Nathalie Crête, Liaison Officer, may call upon

\_\_\_\_\_ and his superiors at the CBSA to discuss progress on the assignment and the specific objectives that have been established.

To confirm understanding and acceptance of the terms and conditions of this agreement, all parties have signed, in the appropriate spaces, on the following page.

l'administrateur générale ou de sa déléguée.

Il est convenu que les parties à l'entente doivent s'assurer qu'il n'y a aucun conflit d'intérêts réel, apparent ou potentiel. Elles doivent prendre les mesures qui s'imposent pour éviter toute situation de conflit d'intérêts. À l'appui de ce qui précède, une déclaration de conflit d'intérêts doit être mise en dossier chez l'ASFC avant le début de l'affectation.

\_\_\_\_\_ sera tenu de respecter les principes et l'intention du *Code de valeurs et d'éthique du secteur public*, de la *Politique régissant les conflits d'intérêts et l'après-mandat*, de la partie 7 (Activités politiques) de la *Loi sur l'emploi dans la fonction publique* et des codes de conduite des organisations. Il est aussi convenu que durant l'affectation,

\_\_\_\_\_ ne sera pas un lobbyiste inscrit.

Il est convenu que Nathalie Crête, Agente de liaison, pourra faire appel à \_\_\_\_\_ et à ses

supérieurs à l'ASFC pour discuter des progrès réalisés et des objectifs précis qui lui auront été fixés.

Les parties en cause attestent qu'elles ont bien compris et qu'elles acceptant les modalités du présent protocole. En foi de quoi, elles ont signé sur la page suivante.

---

Assistant Director, Human  
Resources / Adjoint au directeur,  
Ressources humaines  
Canadian Security Intelligence  
Service / Service canadien du  
renseignement de sécurité

Date: \_\_\_\_\_

---

Director General, SSB /  
Directeur général, DFS  
Canadian Security Intelligence  
Service / Service canadien du  
renseignement de sécurité

Date: \_\_\_\_\_

---

Linda Lizotte-MacPherson  
President / Présidente  
Canada Border Services Agency  
/ Agence des services frontaliers  
du Canada

Date: \_\_\_\_\_

---

Participant / Participant  
Interchange Canada Program /  
Programme Échanges Canada

Date: \_\_\_\_\_



President's Office time stamp / Timbre dateur du bureau de la présidente

CANADA  
 SERVICES  
 FRONTIERS



Canada Border Services Agency  
 Agence des services frontaliers du Canada

2015 DEC 9 13 : 13

AGENCE DES SERVICES

CBSA/ASFC-15-05434

PROTECTED / PROTÉGÉ B

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

ACTION REQUIRED / MESURE REQUISE			
Name and telephone number / Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson	2 ✓ DEC 09 2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President/ Vice-président Jean-Stéphane Piché	[Signature] DEC 08 2015	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director General/ Directeur général Philippe Thompson Tel. /Tél. : 613-948-1164	[Signature] DEC 3 2015		
Director/Directeur Marc Morin Tel. /Tél. : 613-957-3186	[Signature] Dec 2, 2015		
Originator/Auteur Nathalie Crête Tel. /Tél. : 613-960-7144			
Subject/Objet : Initial of Interchange Canada Assignment (			
Action/Mesure : For approval / Pour approbation			
Please find enclosed all relevant documents associated with the Interchange Canada Assignment of (from CSIS to CBSA).			

RECEIVED

DEC 08 2015

Vice-president Office/  
 Bureau du Vice-Président  
 Human Resources Branch/  
 Direction des ressources humaines

RECEIVED

DEC 04 2015

Vice-president Office/  
 Bureau du Vice-Président  
 Human Resources Branch/  
 Direction des ressources humaines

Canada



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

PROTECTED B

For action

## INTERCHANGE CANADA AGREEMENT FOR MR.

For the President

### PURPOSE

To obtain approval to proceed with an Interchange Canada Agreement between the Canada Border Services Agency (CBSA) and the Canadian Security Intelligence Service (CSIS). The employee will be assigned from CSIS to the CBSA. The President's approval is required as the recovery of salary and employer-paid benefits across organizations are less than the full amount.

### ISSUE

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PROTECTED B

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### RECOMMENDATION

It is recommended that you approve the Interchange Canada assignment for Mr.

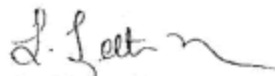


Jean-Stéphen Piché  
Vice-President, Human Resources Branch

### President's Response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

DEC 09 2015

### ATTACHMENTS:

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Annex 2: Explanation pertaining to benefits for CSIS employee

Annex 3: Summary of duties for

(initial agreement)  
to be working at CBSA

PROTECTED / PROTÉGÉ

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L'administration publique centrale respectera ses obligations en vertu de la partie II du *Code canadien du travail* (Santé et sécurité au travail), et en vertu du Règlement, en ce qui concerne toute personne admise dans le lieu de travail. Le SCRS sera, en fin de compte, responsable des coûts relatifs aux accidents du travail, sans tenir compte de la personne désignée responsable par la commission des accidents du travail de l'Ontario.

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It is agreed that \_\_\_\_\_ is entitled to take annual leave and sick leave during the period of assignment in accordance with terms and conditions of employment applicable to him in his sponsoring organization. Leave arrangements will be worked out in cooperation between \_\_\_\_\_ and Tracy Annett in light of operational requirements and personal needs.

A report of any leave taken by \_\_\_\_\_ will be provided on a monthly basis by the CBSA to the CSIS.

\_\_\_\_\_ shall be bound by section 4 of the *Security of Information Act* regarding wrongful communication of information.

It is agreed that all material supplied to \_\_\_\_\_ whether classified or unclassified, will be returned to the CBSA at the conclusion of the assignment. It is further agreed that all documents, reports and other productions made by \_\_\_\_\_ or anyone on his behalf, for the purpose of fulfilling or carrying out any duty related to the assignment, are the property of Her Majesty in right of Canada and shall not be released to any persons other than representatives of the CBSA, unless written permission

Il est convenu que l'ASFC remettra au SRCS sur demande, un rapport d'évaluation écrit du rendement de \_\_\_\_\_ à chaque année ou à la fin de l'affectation, si la durée est plus courte.

Il est convenu que \_\_\_\_\_ a le droit de prendre les congés annuels et les congés de maladie durant la durée de l'affectation conformément aux conditions de l'emploi en vigueur au sein de l'organisme parrain. Les décisions en matière de congés seront prises en étroite collaboration entre \_\_\_\_\_ et Tracy Annett en fonction des exigences de service et des besoins personnels.

Un rapport de congés pris par \_\_\_\_\_ sera fourni tous les mois par l'ASFC au SCRS.

\_\_\_\_\_ sera lié par l'article 4 de la *Loi sur la protection de l'information* portant sur la communication illicite de renseignements.

Il est convenu que tout le matériel fourni à \_\_\_\_\_, qu'il soit classifié ou non, sera remis à l'ASFC au terme de l'affectation. Il est aussi convenu que tous les documents, rapports ou autres publications, produits par \_\_\_\_\_ ou par toute personne agissant en son nom, dans le cadre d'une fonction liée à l'affectation, sont la propriété de Sa Majesté du chef du Canada et ne doivent être divulgués à personne d'autre que les représentants de l'ASFC, à moins d'autorisation écrite de

is obtained from the Deputy Head or her delegate.

It is agreed that the parties to this agreement shall satisfy themselves that there is no real, apparent or potential conflict of interest. The parties shall make such provisions as are necessary to prevent a conflict of interest from arising. In support of this,

will file a conflict of interest declaration with the CBSA prior to the commencement of this assignment.

is required to respect the principles and intent of the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment*, Part 7 ("Political Activities") of the *Public Service Employment Act* and organizational Codes of Conduct. It is also agreed that while on assignment,

will not be registered as a lobbyist.

It is agreed that Nathalie Crête, Liaison Officer, may call upon

and his superiors at the CBSA to discuss progress on the assignment and the specific objectives that have been established.

To confirm understanding and acceptance of the terms and conditions of this agreement, all parties have signed, in the appropriate spaces, on the following page.

l'administrateur générale ou de sa déléguée.

Il est convenu que les parties à l'entente doivent s'assurer qu'il n'y a aucun conflit d'intérêts réel, apparent ou potentiel. Elles doivent prendre les mesures qui s'imposent pour éviter toute situation de conflit d'intérêts. À l'appui de ce qui précède, une déclaration de conflit d'intérêts doit être mise en dossier chez l'ASFC avant le début de l'affectation.

sera tenu de respecter les principes et l'intention du *Code de valeurs et d'éthique du secteur public*, de la *Politique régissant les conflits d'intérêts et l'après-mandat*, de la partie 7 (Activités politiques) de la *Loi sur l'emploi dans la fonction publique* et des codes de conduite des organisations. Il est aussi convenu que durant l'affectation,

ne sera pas un lobbyiste inscrit.

Il est convenu que Nathalie Crête, Agente de liaison, pourra faire appel à et à ses

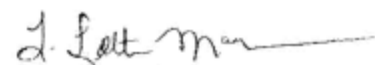
supérieurs à l'ASFC pour discuter des progrès réalisés et des objectifs précis qui lui auront été fixés.

Les parties en cause attestent qu'elles ont bien compris et qu'elles acceptant les modalités du présent protocole. En foi de quoi, elles ont signé sur la page suivante.



Assistant Director, Human  
Resources / Adjoint au directeur,  
Ressources humaines  
Canadian Security Intelligence  
Service / Service canadien du  
renseignement de sécurité

Date: \_\_\_\_\_



Linda Lizotte-MacPherson  
President / Présidente  
Canada Border Services Agency  
/ Agence des services frontaliers  
du Canada

DEC 09 2015

Date: \_\_\_\_\_

Director General, SSB /  
Directeur général, DFS  
Canadian Security Intelligence  
Service / Service canadien du  
renseignement de sécurité

Date: \_\_\_\_\_

Participant / Participant  
Interchange Canada Program /  
Programme Échanges Canada

Date: \_\_\_\_\_

PROTECTED B

## Annex 2

**BENEFITS OF HAVING AN EMPLOYEE FROM CSIS (MR.  
AT CBSA**

**WORKING**

Mrs. Kimberley Boutilier, Enforcement and Intelligence Operations Directorate, has provided the following representing the expertise that Mr. [redacted] brings to the CBSA:

The CBSA delivers on its mandate in support of the priorities of the Public Safety Portfolio, and works hand in hand with the Canadian Security Intelligence Service (CSIS) on cases and initiatives to ensure the security of Canada and Canadians as it relates to the border. Assigning a CSIS employee to the national security intelligence files within the Operations Branch will facilitate the sharing of much needed intelligence expertise from the Government of Canada's principle intelligence Agency. It will serve to enhance the operational knowledge of employees related to intelligence analysis and development, as well as joint priorities and files. In addition, having a CSIS employee work closely with CBSA employees will foster increased collaboration and serve to improve the relationship between the two organizations.

PROTECTED B

## Annex 3

### SUMMARY OF DUTIES – MR.

### WORKING AT CBSA

The following summary of duties was provided by Mrs. Kimberley Boutilier, Senior Program Advisor, Enforcement and Intelligence Operations Directorate, for Mr.

- Manage the work activities related to design, development, implementation, maintenance and continuous improvement of the implementation of intelligence activities;
- Manage a section budget and team of employees, prepares and develops work plans, identifies priorities, resources allocations, staff requirements, employee learning and development;
- Provide direction, expert advice, recommendations, proposals, etc. to senior management on high profile issues and resolutions to complex problems;
- Contributes to the development of directorate work plans, strategic direction of program implementation nationally and program development within the division, risk analysis of compliance/delivery of program objectives; and
- Manage and direct consultations with foreign governments and international organizations and other federal and provincial departments, agencies, private sector companies and associations on Agency wide and inter-related issues.



## **SCENARIO NOTE FOR WEEKLY JOINT BRIEFINGS ON HIGH PROFILE CASES**

### **For the Chief of Staff**

#### **FUNCTION**

Weekly briefings provided jointly by the case management units of the Canada Border Services Agency (CBSA) and Immigration, Refugees and Citizenship Canada (IRCC) on high profile immigration cases for the staff of the Office of the Minister of Public Safety and Emergency Preparedness and the Office of the Minister of IRCC.

#### **OBJECTIVE**

High profile cases are those which are in the media, involve national security (terrorism, war crimes, crimes against humanity), organized crime or serious criminality. Also included are persons whose profiles are posted on the "Wanted by the CBSA" website, mass marine arrivals, persons who avoid removal by seeking sanctuary in a place of worship, Chinese fugitives, those who were issued a security certificate, and any planned removals that may garner media attention.

The purpose of these briefings is to ensure that the Ministers' offices are aware of high profile cases, their status and the strategies for moving forward. In addition, the briefings provide an opportunity to highlight successes and thereby contribute to building of trust and assurance that cases are well-managed.

#### **PROTOCOL**

A few days before each briefing, the CBSA and IRCC will email their respective Minister's offices a copy of their High Profile Cases Weekly Report. An example of a copy of the CBSA's High Profile Cases Weekly Report is attached (attachment 1). These briefings are usually scheduled for an hour in duration; however, they have rarely taken that long.

In addition to the weekly briefing on high profile cases, any requests for information on cases and issues from the Minister's office should be directed to the CBSA Ministerial Assistant, Mr. Joey McKenzie, who will direct the request to the appropriate area for response.

## **EXPECTED AUDIENCE**

The participants at the briefings include about two to three of the respective Ministers' offices staff interested or advising on immigration cases. Also, attending the briefing would be Mr. McKenzie, Ms. Susan Kramer, Director, Inland Enforcement Operations and Case Management, and the CBSA Chief of Staff, Ms. Gail Gosselin. From an IRCC perspective, the Director responsible for Case Management should also be in attendance.

President's Office time stamp / Timbre dateur du bureau du président



Canada Border Services Agency / Agence des services frontaliers du Canada

PROTECTED B / PROTÉGÉ B

CBSA/ASFC-15-05805

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

		ACTION REQUIRED/ MESURE REQUISE	
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson	2 JAN 05 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
A/Vice-President/ Vice-présidente p.i. Caroline Xavier		<input type="checkbox"/>	<input checked="" type="checkbox"/>
A/Associate Vice-President/ Vice-président associé p.i. Denis Vinette	Dec 31/15	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director General/ Directeur général Andrew LeFrank Tel./Tél. : 613-948-0215			
Director/Directrice Susan Kramer Tel./Tél. : 613-952-2549	K		
<b>Subject/Objet :</b> - Decision to Stay Removal Order <b>Action/Mesure :</b> For information / Pour renseignements <b>BF/AR :</b> 2015-12-31  The purpose of this briefing note is to provide you with an overview of the most recent developments regarding the case of			

Operations Branch, V.P.'s Office

DEC 31 2015

25568

Agence des services frontaliers du Canada  
 Direction générale des opérations Bureau du V.P.

Canada

President's Office Time Stamp / Timbre dateur du bureau du président



Canada Border  
 Services Agency

Agence des services  
 frontaliers du Canada

CANADA BORDER  
 SERVICES AGENCY  
 PRESIDENT'S OFFICE

CANADA BORDER  
 SERVICES AGENCY  
 PRESIDENT'S OFFICE

PROTECTED A / PROTÉGÉ A 16 MAY 10 10 20

16 MAY 9 13 : 29

AGENCE DES SERVICES  
 FRONTALIERS  
 DU CANADA  
 BUREAU DU PRÉSIDENT

AGENCE DES SERVICES  
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 DU CANADA  
 BUREAU DU PRÉSIDENT  
 CBSA/ASEC-16-01872

ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

ACTION REQUIRED/ MESURE REQUISE			
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Président Linda Lizotte-MacPherson	MAY 11 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President/ Vice-présidente Caroline Xavier	CP MAY 09 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A/Associate Vice-President/ Vice-président associé, p.i. Denis R. Vinette		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Director General/ Directeur général Andrew LeFrank Tel. /Tél. : 613-948-0215	<i>[Signature]</i>	<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>RECEIVED</b>            MAY 04 2016         </div>	
Director/Directrice Susan Kramer Tel. /Tél. : 613-952-2549	SK 04 MAY 16		
<b>Subject/Objet :</b> Request for Canadian Armed Forces Assistance for Irregular Marine Arrivals <b>Action/Mesure :</b> For approval / Pour approbation <b>BF/AR :</b> 2016-05-06  <p>The Canada Border Services Agency requires the support of the Canadian Armed Forces should there be another mass marine arrival in Canada.</p> <p>The enclosed note provides information on this issue and requires your signature on a letter to the Minister, seeking his assistance to obtain Canadian Armed Forces' support from the Minister of National Defence.</p>			

Canada Border Services Agency  
 Operations Branch, V.P.'s Office

MAY 05 2016

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 Agence des services frontaliers du Canada  
 Direction générale des opérations, Bureau du V.P.

Canada



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For action

## **REQUEST FOR CANADIAN ARMED FORCES ASSISTANCE FOR IRREGULAR MARINE ARRIVALS**

For the President

### **PURPOSE**

To request that you re-sign a letter to the Minister of Public Safety, to seek the assistance of the Canadian Armed Forces in the event of another irregular marine arrival.

### **ISSUE**

In January 2016, you signed the letter (attachment 1). However, the letter was missing an important caveat: the vessel would be moved from the Department of National Defence (DND) jetty (dock) no later than 21 days after its arrival. This stipulation is a non-negotiable part of the agreement between Public Safety and DND, and must be included in your letter as instructed by the Government Operations Center (GOC), who is responsible for the Public Safety's irregular marine arrival portfolio.

### **BACKGROUND**

In response to irregular marine arrivals in Canada, DND agreed to support the Agency and the Royal Canadian Mounted Police (RCMP). The agreement currently requires renewal as the last one expired on December 31, 2015.

Although DND agrees to provide assistance, it is clear on the fact that it is unable to release any jetty for more than 21 days for the next few years because the east and west coast naval bases are being renovated and space is very limited.

When the January 2016 letter was prepared for you, it included the 21 day caveat. However, during the approval process, the 21 day caveat was removed and the wording of the letter was changed. The initial docket was not submitted to the Minister's Office by Public Safety and as a result, a new letter for your signature is required (attachment 2).



PROTECTED A

## STATUS

As the letter was missing the 21 day caveat, the GOC requested that the Canada Border Services Agency provide a new letter which includes the agreed upon 21 day limit for the use of the DND jetty. Given that we are now in May, DND agreed to a new expiration date of December 31, 2017. This will allow the partner agencies time to negotiate a longer term agreement in the future.

## RECOMMENDATION

It is recommended that you sign the amended letter with the 21 day caveat (attachment 2).

The letter must be sent to the GOC, which will then prepare a single letter on behalf of the CBSA and the RCMP for the Minister's signature and prepare the necessary agreement and briefing package.



Caroline Xavier, Vice-President  
Operations Branch

MAY 11 2016

## President's Response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

MAY 11 2016

## ATTACHMENT

1. Briefing note of January 2016 and the President's letter to the Minister of Public Safety
2. New letter from the CBSA President to the Minister of Public Safety



Canada Border Services Agency  
Agence des services frontaliers du Canada

COPY

PROTECTED A

For action

## REQUEST FOR CANADIAN ARMED FORCES ASSISTANCE FOR IRREGULAR MARINE ARRIVALS

For the President

### PURPOSE

This note provides information for your approval and for your signature on the attached letter to the Minister of Public Safety. The letter requests the Minister to write to the Minister of National Defence to seek assistance from the Canadian Armed Forces (CAF), should there be another irregular marine arrival.

### ISSUE

### BACKGROUND

In October 2009 and August 2010, two vessels carrying a total of 568 migrants from Sri Lanka arrived on the west coast of Canada. In response to irregular marine arrivals, the Minister of National Defence agreed to provide CAF support for the CBSA and the Royal Canadian Mounted Police (RCMP). This agreement is renewed every year, and will expire on December 31, 2015.

As with past irregular marine arrivals, the RCMP would intercept and board the vessel at sea prior to it reaching Canadian shores. The CAF would be required to transport CBSA and RCMP officers to the vessel of interest and to provide a jetty that is secure and private. The CBSA would process the migrants immediately upon their disembarkation. Subsection 273.6(2) of the *National Defence Act* states that the Minister of Defence may authorize the CAF to assist in any law enforcement matter at the request of the Minister of Public Safety, when it is in the national interest to do so, and when the matter cannot effectively be addressed without the assistance of the CAF.

Canada

PROTECTED A

## RECOMMENDATION

Public Safety Canada (PSC) recommends that the CBSA and the RCMP both ask the Minister of Public Safety to write to the Minister of National Defence, addressing the needs of both organizations. As such, the CBSA and the RCMP have respectively drafted letters, which were approved by PSC and the Department of National Defence. Once the letters have been received by the Minister's Office, PSC will draft a single letter addressing both organizations needs and will send it to the Minister of Defence.

It is recommended that you sign the attached letter requesting that the Minister of Public Safety seeks the support of the Minister of National Defence in the event of another irregular marine arrival.

JAN 1 2 2016

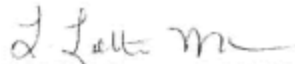


Caroline Xavier, A/Vice-President  
Operations Branch

## President's Response

I approve ☒

I do not approve ☐



Linda Lizotte-MacPherson

## ATTACHMENT(S)

1. Letter to Public Safety Minister Goodale for your signature
2. Approved 2014 briefing note: Request for Canadian Armed Forces Assistance for Irregular Marine Arrivals

CCM 15-05841



Canada Border Services Agency Agence des services frontaliers du Canada

President Présidente

Ottawa, Canada  
K1A 0L8

JAN 20 2016

COPY

The Honourable Ralph Goodale, P.C., M.P.  
Minister of Public Safety and Emergency Preparedness  
269 Laurier Avenue West  
Ottawa, Ontario K1A 0P8

Dear Minister:

I am writing to seek your assistance in obtaining Canadian Armed Forces (CAF) support from the Minister of National Defence, on a department-to-department basis, pursuant to subsection 273.6(2) of the *National Defence Act*.

In 2010, the Minister of National Defence authorized the CAF to provide assistance to the Canada Border Services Agency (CBSA) with respect to the imminent arrival of the MV Sun Sea.

The mandate for responding to this type of incident rests with the CBSA and the Royal Canadian Mounted Police (RCMP).

While developing detailed national and regional operational plans for irregular marine arrivals, the CBSA has identified areas that it does not have the capability to address and for which the use of private entities would not be suitable for reasons of national security and the protection of the identities of the refugee claimants.

In consultation with the RCMP, the CBSA would require support from the CAF to ensure that the Government of Canada is prepared to deal with a vessel approaching Canada. Such support would include the following:

- a temporary berth for the vessel of interest (VOI) at a Department of National Defence (DND) jetty to enable initial CBSA processing of refugee claimants;
- space or buildings, with electrical power, adjacent to the jetty for the initial triage and processing of refugee claimants arriving on the vessel;
- CAF personnel to assist in the maintenance of essential systems on the seized vessel while it is temporarily berthed at the DND jetty;
- operational logistics, communications planning, and support; and
- a mobile crane and gangway (if not available through private contracting).

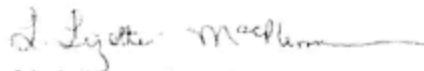
Canada

While this letter is for planning purposes only, I believe the assistance of the CAF is in the national interest and that an incident of this nature requires such support to be managed effectively. During preliminary discussions, officials from the CAF indicated that they are receptive to the CBSA's and the RCMP's requests for assistance subject to the authorization of the Minister of National Defence.

I am requesting your assistance in obtaining CAF support from the Minister of National Defence from the date of approval until December 31, 2016 in order to negotiate a longer term agreement. Please consider the above requests toward managing effectively an irregular marine arrival.

Your support in this matter is greatly appreciated.

Yours sincerely,

  
Linda Lizotte-MacPherson



Canada Border  
Services Agency    Agence des services  
frontaliers du Canada

President    Présidente

Ottawa, Canada  
K1A 0L8

MAY 11 2016

The Honourable Ralph Goodale, P.C., M.P.  
Minister of Public Safety and Emergency Preparedness  
269 Laurier Avenue West  
Ottawa, Ontario K1A 0P8

Dear Minister:

I am writing to seek your assistance in obtaining Canadian Armed Forces (CAF) support from the Minister of National Defence, on a department-to-department basis, pursuant to subsection 273.6(2) of the *National Defence Act*.

In 2010, the Minister of National Defence authorized the CAF to provide assistance to the Canada Border Services Agency (CBSA) with respect to the imminent arrival of the MV Sun Sea.

In developing detailed national and regional operational plans for irregular marine arrivals, the CBSA has identified areas it does not have the capacity to address and for which the use of private entities would not be suitable, for reasons of national security and the protection of the refugee claimants' identities.

In addition to the Royal Canadian Mounted Police (RCMP), the CBSA would require support from the CAF to ensure that the Government of Canada is prepared to deal with a vessel approaching Canada. Such support would include the following:

- a temporary berth for the vessel of interest (VOI) at a Department of National Defence (DND) jetty to enable initial CBSA processing of refugee claimants (the CBSA will coordinate the contracting to move the vessel to a non-DND facility as soon as possible, and this removal will occur no later than 21 days after the arrival of the VOI);
- space or buildings, with electrical power, adjacent to the jetty for initial triage and processing of refugee claimants arriving on the vessel;
- CAF personnel to assist in the maintenance of essential systems on the seized vessel while it is temporarily berthed at the DND jetty;
- operational logistics, communications planning, and support; and
- a mobile crane and gangway (if not available through private contracting).

Canada

- 2 -

While this letter is for planning purposes only, I believe the assistance of the CAF is in the national interest and that an incident of this nature requires such support to be managed effectively. During preliminary discussions, officials from the CAF indicated that they are receptive to the CBSA's and the RCMP's request for assistance subject to the authorization of the Minister of National Defence. The CBSA has thoroughly investigated the issues governing the move of the VOI from the DND jetty and is confident that it can be accomplished within 21 days, barring unforeseen circumstances.

I am requesting your assistance in obtaining CAF support from the Minister of National Defence from the date of approval until December 31, 2017. Please consider the above requests toward managing effectively an irregular marine arrival.

Your support in this matter is greatly appreciated.

Yours sincerely,



Linda Lizotte-MacPherson



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

CBSA/ASFC-15-00133

## ROUTING SLIP / BORDEREAU D'ACHEMINEMENT

ACTION REQUIRED/ MESURE REQUISE			
Name and telephone number/ Nom et numéro de téléphone	Initials and date / Initiales et date	Action	Information
President/Présidente Linda Lizotte-MacPherson	2 JAN 25 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Executive Vice-President/ Première vice-présidente Nada Semaan		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Vice-President/ Vice-présidente Christine Walker	<i>[Signature]</i> JAN 27 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A/Vice-Presidente/ Vice-présidente p.i. Caroline Xavier	<i>[Signature]</i> JAN 11 2016	<input checked="" type="checkbox"/>	<input type="checkbox"/>
A/Associate Vice-President/ Vice-président associé p.i. Denis Vinette		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director General/ Directeur général Andrew LeFrank Tel. /Tél. : 948-0423	<i>[Signature]</i>		
Director/Directrice Jag Johnston Tel. /Tél. : 948-0506	<i>[Signature]</i>		
Subject/Objet : National Criminal Investigations Workshop Action/Mesure : For Approval / Pour approbation BF/AR :			
Please find enclosed a briefing note and supporting documentation seeking your approval for the Criminal Investigations Division to host the 2015 National Criminal Investigations Workshop in Ottawa, Ontario, during the 4 <sup>th</sup> Quarter of fiscal year 2015-2016.			
<div style="display: flex; justify-content: space-between;"> <div> <p>Vice-President's Office, Bureau du vice-président</p> <p>Comptrollership Branch, CBSA Direction générale du contrôle ASFC</p> <p>Date Received / Date reçu: <i>Jan 14/16</i></p> </div> <div> <p>Canada Border Services Agency Operations Branch, V.P.'s Office</p> <p>DEC 03 2015</p> <p><i>25292</i></p> <p>Agence des services frontaliers du Canada Direction générale des opérations, Bureau du V.P.</p> </div> </div>			

Canada





For action

## **NATIONAL CRIMINAL INVESTIGATIONS WORKSHOP**

For the President

### **PURPOSE**

To seek your approval to hold the National Criminal Investigations Program Manager's Workshop in Ottawa, Ontario on March 8-9, 2016. As per Chapter 17 of the Comptrollership Manual regarding travel, hospitality, conference and event expenditures, the President's approval is required, based on the recommendation of the Vice-President, Comptrollership Branch, when the total Agency costs are between \$5,000 and \$25,000. The anticipated cost to the Canada Border Services Agency (CBSA) for this workshop will be approximately \$17,634.60.

### **ISSUE**

Given the diversity and complexity of the program, the Criminal Investigations Program has found that a workshop is an efficient and effective means of addressing program managers, sharing best practices and moving forward on policy and program issues.

### **BACKGROUND**

The mandate of the Criminal Investigations Program is to investigate and pursue prosecution of persons or entities committing criminal offences under border legislation. The program, consisting of approximately 200 investigators across Canada, has been an area of consistent success for the CBSA and is continuing to evolve to undertake more complex investigations to ensure the integrity of Canada's immigration and trade programs and enhance border security.

The Criminal Investigations Program, a highly specialized area involving complex legal matters and use of specialized investigative techniques, requires consistent program support and direction from a national and regional level. Although monthly conference calls with regional program managers occur, a workshop for managers would be an effective approach to have more meaningful participation and discussions on emerging and evolving program and legal issues, how to meet the current and future needs of the program, and to build the manager's community. The last workshop for the Criminal Investigations Program managers was hosted in Rigaud, Quebec in 2011.

While an agenda is still being confirmed, some of the proposed topics include discussions on the health of the program, strategic future direction of the program, performance measurement and sharing of regional best practices and significant cases that demonstrate a high degree of complexity and an impact on the safety and security of Canadians. A draft agenda (attachment 1) has been included for your review.

## **STATUS**

Due to the unavailability of the CBSA Training Facility in Rigaud, Quebec, we researched several venue options and have decided to book a large boardroom at a CBSA location at no cost to the Agency; there will also be no hospitality. Participation at the workshop will be for the Criminal Investigations manager (FB-06) and assistant director (FB-08) levels from each region for an estimated total of 16 regional participants. There will be three executives from the Enforcement & Intelligence Directorate attending on Day 1 of the workshop to provide opening remarks and contribute to discussions on priorities and the strategic direction of the program. The estimated total cost to the CBSA for this workshop should be approximately \$17,634.60. The breakdown of regional travel and meal costs for the two-day workshop has been provided (attachment 2) as well as a list of proposed attendees (attachment 3).

Further, on December 4, 2015, we sought advice from the Financial Policy Section of Comptroller Branch who, in turn, requested further clarification. All concerns were alleviated by providing additional information and the e-mail exchange with Mr. Lee Sarumi is attached for your reference (attachment 4).

## **NEXT STEPS**

Upon your concurrence with this recommendation, the Criminal Investigations Division will advise participants to complete their regional travel arrangements and also finalize the workshop agenda.

## RECOMMENDATION

It is recommended that you approve the National Criminal Investigations Program Manager's Workshop to be held in Ottawa, Ontario on March 8-9, 2016.

JAN 11 2016

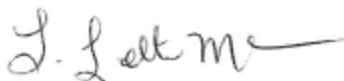


Caroline Xavier, A/Vice-President  
Operations Branch

## President's Response

I approve ☒

I do not approve ☐



JAN 25 2016

Linda Lizotte-MacPherson

## ATTACHMENTS

1. Draft Agenda
2. Regional Travel Estimates
3. List of Proposed Attendees
4. E-mail exchange with Financial Policy Section



## 2016 Criminal Investigations Workshop

Ottawa, Ontario

March 8-9, 2016

### Agenda

DAY ONE – March 8, 2016	
TIME	ITEM
08:30-08:45	<b>Opening Remarks/Housekeeping</b>
08:45-10:00	<b>Agenda Item 1</b> Tour de Table (Lead: EIOD)  <i>The purpose of this agenda item is for each regional manager to highlight:</i> <ul style="list-style-type: none"><li>• Recent developments in their program/regions;</li><li>• The three most important priorities for their region over next 12 months; and,</li><li>• Priorities for the workshop.</li></ul>
10:00-10:15	<b>Health Break</b>
10:15-11:15	<b>Agenda Item 2</b>  Performance Metrics-Measuring and Reporting(Lead: CID HQ) <i>The purpose of this agenda item is to discuss the new performance metrics implemented in December 2014, the October semi-annual review, and how we can improve the way we measure the results of CID. Brief overview of new CIIMS functionalities.</i>
11:15-12:00	<b>Agenda Item 3</b>  Search of Electronic Devices and Review of the DFU Program (Lead: CID HQ) <i>The purpose of this agenda item is to review recent relevant case law/jurisprudence on search of electronic devices and discuss the future of the DFU program and how it can best serve Criminal Investigations and the Ports of Entry.</i>
12:00-13:00	<b>Lunch Break (Self-funded)</b>
13:00-15:00	<b>Agenda Item 3</b>  Discussion on Health of Program and Strategic Direction: (Lead: EIPD & EIOD) <ul style="list-style-type: none"><li>• Governance – National Criminal Investigations Committee Terms of Reference;</li><li>• Organization Structure/Classification and Integration into EID;</li><li>• E&amp;I priorities;</li><li>• CID's strategic and future direction;</li><li>• Policy needs – current and future;</li><li>• Training Standards for Criminal Investigators;</li></ul>

15:00-15:15	Health Break
15:15-16:15	<b>Agenda Item 3 (Continued)</b> Discussion on Health of Program and Strategic Direction
16:15-16:30	Daily wrap up
End of Day	
18:00-20:00	<b>OPTIONAL – Informal Self-Funded Dinner</b> <u>Location:</u> TBD

DRAFT

DAY TWO – March 9, 2016	
TIME	ITEM
08:30–09:00	Chair Overview of Day One & Introduction to Criminal Investigations HQ Staff
09:00–10:30	<b>Agenda Item 4</b> Discussion on Best Practices <i>The purpose of this agenda item is to:</i> <ul style="list-style-type: none"> <li>• Provide an opportunity for the regions to present significant cases that demonstrate a high degree of complexity and impact on the safety and security Canadians and integrity of Canada's laws.(each presentation will be given approximately 30 minutes with 10 minutes for discussion/questions); and</li> <li>• Share regional best practices and discuss what if any investigative techniques and tools that should be considered for future implementation (e.g. multi-agency working groups, multi/cross regional cases, tracking warrants, DarkNet, etc)</li> </ul>
10:30-10:45	Health Break
10:45-12:00	<b>Agenda Item 4 (Continued)</b> Significant Cases Presented by the Regions and Discussion on Best Practices
12:00-13:00	Lunch Break
13:00-14:00	<b>Agenda Item 4 (Continued)</b> Significant Cases Presented by the Regions and Discussion on Best Practices
14:00-14:15	Health Break
14:15-15:15	<b>Agenda Item 5</b> CPOS Presentation (Lead: Ivan Martin) <i>The purpose of this agenda item is to provide an overview of CPOS, the benefits to CID and how CID &amp; CPOS can collaborate in the future.</i>
15:30-16:30	<b>Agenda Item 6</b> Review of Action Items/Decisions Round Table Closing Statements
End of Conference	

## Regional CID Managers Workshop 2015 - Ottawa, Ontario Cost Breakdown (March 8-9, 2016)

### Regional Travel Costs

	ATL	QUEBEC			NORON		GTA			SORO		PRAIRIE		PACIFIC		
	1	2	3	1	2	3	1	2	3	1	2	1	2	1	2	3
Originating Airport	Halifax															
Flight	700.00															
Hotel (Indigo) (\$175.00/night) (2 nights)	350.00															
Incidentals (\$17.30 x 3 days)**	51.90															
Meals (\$77.75 x 3 days)**	233.25															
Mileage to & from Airport	175.00															
Taxi to & from Airport	900.00															
Rental car/fuel/hotel parking	450.00															
Mileage from home to meeting	277.20															
<b>Total</b>	<b>1,585.15</b>	<b>635.15</b>	<b>635.15</b>	<b>635.15</b>	<b>511.75</b>	<b>335.75</b>	<b>1,065.15</b>	<b>635.15</b>	<b>635.15</b>	<b>1,785.15</b>	<b>1,551.80</b>	<b>1,385.15</b>	<b>1,485.15</b>	<b>1,500.15</b>	<b>1,500.15</b>	<b>1,500.15</b>
<b>Total</b>	<b>\$ 17,401.35</b>	<b>1,905.45</b>			<b>847.50</b>		<b>2,355.45</b>			<b>3,337.05</b>		<b>2,970.30</b>		<b>4,500.45</b>		

Rates as of April 1, 2016 (new rates for October not published yet)

breakfast - 100%	\$ 16.55
lunch - 100%	\$ 16.80
dinner - 100%	\$ 44.40
Meal allowance total - 100%	\$ 77.75
1.3 Incidentals allowance - 100%	\$ 17.30
Daily Total	\$ 95.05

\* Hotel costs are costed for 2 nights (7th and 8th) with a return on the afternoon/evening of the 9th.  
 \*\* Meals and incidentals are costed out for 3 full days, actual costs may differ depending on time of travel.

### HQ costs for meeting room

Venue	Meeting Room Rental	Food and Beverage	Audio Visual	Estimated Regional Costs	Grand Total
Large Boardroom # 4035 @ 222 Queen Street	0.00	0.00	0.00	17,401.35	17,401.35
Capacity for 18			(CBSA resources will be used)		



## List of Proposed\* Attendees

### National Criminal Investigations Workshop - 2016

	Region	Name	Title
1.	Atlantic	David Stewart	Manager, Criminal Investigations
2.	Quebec	Eric Caron	Director, Criminal Investigations
3.	Quebec	Peter Storr	Manager, Regional Programs, CI
4.	Quebec	Sébastien Foisy	Manager, Regional Programs, CI
5.	NORO	Jeff Davidson	Director, Enforcement and intelligence
6.	NORO	David Fournier	Manager, Criminal Investigations
7.	GTA	Bob Thompson	Director, Criminal Investigations
8.	GTA	Frank Goncalves	Manager, Criminal Investigations
9.	GTA	Caroline Ryan	Manager, Criminal Investigations
10.	SORO	Tamara Allard	A/Director, Enforcement and Intelligence
11.	SORO	Linda St. Denis	Manager, Criminal Investigations
12.	Prairies	Rick Stefaniuk	Manager, Criminal Investigations
13.	Prairies	Dan Davidson	A/Manager, Enforcement and Intelligence
14.	Pacific	Harald Wuigk	Director, Criminal Investigations
15.	Pacific	Fiona Northcote	Chief, Criminal Investigations
16.	Pacific	Kevin Varga	Chief, Criminal Investigations
17.	NHQ	Andrew LeFrank	Director General, EIOD
18.	NHQ	Monique Beauregard	Director General, EIPD
19.	NHQ	Jag Johnston	Director, Criminal Investigations Division

\*This list of proposed attendees is subject to change based on availability.



## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### **THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)**

represented by the Deputy Minister of the Department of Citizenship and Immigration **AND**

#### **THE CANADA BORDER SERVICES AGENCY (CBSA)**

represented by the President of the Canada Border Services Agency

### AND

#### **THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)**

represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

### Introduction

**WHEREAS** the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

**WHEREAS** the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

**WHEREAS** under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

**WHEREAS** the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

**WHEREAS** the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

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**WHEREAS** CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4<sup>th</sup>, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

**WHEREAS** CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

**WHEREAS** the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

**Therefore the Parties agree as follows:**

#### **Purpose**

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

#### **Principles**

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

#### **Sharing of information**

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

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5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

#### **Communication and consultation**

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

#### **Governance**

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

#### **Mandate of the Steering Committee**

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

#### **Steering Committee Members**

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

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CBSA - DG, Enforcement and Intelligence Programs Directorate  
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch  
IRB - DG, Registry and Regional Support Services Branch.

#### **Substitutes**

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

#### **Secretariat**

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

#### **Frequency of Meetings**

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

#### **Sub-committees**

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

#### **Annexes**

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

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19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

#### **Dispute resolution**

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

#### **Financial arrangements**

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

#### **Administrative details**

##### **Review**

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

##### **Date in effect**

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

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### **Amendment**

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

### **Audit, evaluation and quality assurance**

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

### **Security of information**

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

### **Termination**

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

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35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

**Counterpart signature**

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS THEREOF**, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

**FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION**

\_\_\_\_\_  
Anita Biguzs  
Deputy Minister of the Department of Citizenship and Immigration

**FOR THE CANADA BORDER SERVICES AGENCY**

\_\_\_\_\_  
Linda Lizotte-MacPherson  
President of the Canada Border Services Agency

**FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA**

\_\_\_\_\_  
Mario Dion  
Chairperson of the Immigration and Refugee Board of Canada

\_\_\_\_\_  
December 18, 2015



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

PROTECTED B

For approval

**MEMORANDUM OF UNDERSTANDING BETWEEN CITIZENSHIP AND  
IMMIGRATION CANADA, THE CANADA BORDER SERVICES AGENCY  
AND THE IMMIGRATION AND REFUGEE BOARD**

For the President

**PURPOSE**

To approve and sign the new Memorandum of Understanding (MOU) between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB) at the signing ceremony which has been scheduled by the IRB on February 23rd, 2016 (attachment 1).

**ISSUE**

An MOU between CIC, the CBSA and the IRB was first agreed upon in April 2008. The Parties reviewed the MOU in 2014-15, and drafted an updated arrangement following consultations and respective approvals. The new draft MOU has been finalized and tabled for approval and signature, by the Deputy Minister of CIC, the Chairperson of the IRB and yourself.

**BACKGROUND**

The MOU signed in April 2008, established the basis of cooperation between the Parties regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB (attachment 2). An update of this MOU was necessary.

The associated Priorities Coordination Annex was signed on April 10, 2012, and the Information Sharing Annex was signed on January 21, 2013 (attachments 3 and 4). It was agreed that a Detention, Safety and Security Annex needed to be included to govern a sensitive area of collaboration; this Annex is currently under development.



PROTECTED B

## STATUS

The development of the new MOU included two broad internal consultations at the regional and national headquarters levels. All comments received were discussed and considered at the CIC-CBSA-IRB working group (WG) and incorporated where possible. Overall, the draft MOU was well received by the parties and there are no outstanding concerns or comments to be addressed pertaining to the MOU.

The changes to the MOU may be characterized as inconsequential to the overall relationship between the Parties. A summary of the key changes are as follows:

- The inclusion of the governance of the various WGs;
- A clause ensuring that the finalized Annexes under the 2008 MOU will remain in effect until replaced or terminated;
- An amendment to the stipulation that the MOU would be reviewed every five years as opposed to two years; and,
- The deletion of reference to agreements which are no longer applicable.

Given that no new information is being shared, it was agreed that a Privacy Impact Assessment is not required.

The Director General of Enforcement and Intelligence Programs Directorate, Programs Branch, has approved the attached version of the MOU (attachment 5). In accordance with Legal Services policy, this MOU renewal is considered routine and was not deemed to require legal review.

## NEXT STEPS

The three Parties' Deputy Ministers will be meeting on February 23rd, 2016, wherein parties will review and approve the new MOU. It should be noted that the Executive Vice-President will be representing the Agency at that meeting.

The next review of the MOU will occur in 2021. The completion of the Detention, Safety and Security Annex and the review of the Information Sharing Annex are expected to be completed by the end of this fiscal year and will be ratified by the Directors General of Enforcement and Intelligence Programs Directorate and the Enforcement and Intelligence Operations Directorate.

PROTECTED B

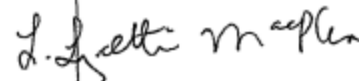
## RECOMMENDATION

It is recommended that you approve the attached MOU between CIC, the CBSA and the IRB and that the EVP sign on your behalf, three copies of the document at the signing ceremony on February 23rd, 2016.

 FEB 17 2016  
Martin Bolduc  
Vice-President

## President's Response

I approve ☒ I do not approve ☐

 FEB 19 2016  
Linda Lizotte-MacPherson  
President

## ATTACHMENTS

1. Memorandum of Understanding between CIC, CBSA and IRB to be approved and signed
2. 2008 Trilateral MOU between CIC, the CBSA and the IRB
3. Priorities Coordination Annex (English and French)
4. Information Sharing Annex (English and French)
5. Enforcement and Intelligence Programs Directorate Director General approval of MOU



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DEPARTMENT OF  
CITIZENSHIP AND IMMIGRATION, THE  
CANADA BORDER SERVICES AGENCY  
AND THE IMMIGRATION AND REFUGEE  
BOARD OF CANADA**

**MEMORANDUM OF UNDERSTANDING**

To establish the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the Immigration and Refugee Board of Canada.

**BETWEEN**

**THE DEPARTMENT OF CITIZENSHIP AND  
IMMIGRATION**

represented by the Deputy Minister of the Department of Citizenship and Immigration and herein referred to as "CIC"

**AND**

**THE CANADA BORDER  
SERVICES AGENCY**

represented by the President of the Canada Border Services Agency and herein referred to as the "CBSA"

**AND**

**THE IMMIGRATION AND REFUGEE  
BOARD OF CANADA**

represented by the Chairperson of the Immigration and Refugee Board of Canada and herein referred to as the "IRB"

Hereinafter jointly referred to as the "Parties."



**PROTOCOLE D'ENTENTE ENTRE LE  
MINISTÈRE DE LA CITOYENNETÉ ET DE  
L'IMMIGRATION, L'AGENCE DE SERVICES  
FRONTALIERS DU CANADA ET LA  
COMMISSION DE L'IMMIGRATION ET DU  
STATUT DE RÉFUGIÉ DU CANADA**

**PROTOCOLE D'ENTENTE**

Établir les bases de la collaboration au sujet de la prestation du programme d'immigration et de statut de réfugié dans le cadre du mandat de la Commission de l'immigration et du statut de réfugié du Canada.

**ENTRE**

**LE MINISTÈRE DE LA CITOYENNETÉ ET  
DE L'IMMIGRATION**

représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration, ci-après appelé « CIC »

**ET**

**L'AGENCE DES SERVICES FRONTALIERS  
DU CANADA**

représentée par le président de l'Agence des services frontaliers du Canada, ci-après appelée « ASFC »

**ET**

**LA COMMISSION DE L'IMMIGRATION ET  
DU STATUT DE RÉFUGIÉ DU CANADA**

représentée par le président de la Commission de l'immigration et du statut de réfugié du Canada, ci-après appelée « CISR »

Ci-après désignées conjointement sous le nom de « parties »

## INTRODUCTION

**WHEREAS** the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (*IRPA*);

**WHEREAS** the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

**WHEREAS** CIC is responsible for attracting and welcoming people from all parts of the world, enriching the economic, social and cultural development of Canada while contributing to the health, safety and security of Canadians, protecting those in need of Canada's protection and providing for the granting of citizenship, through the administration of both the *IRPA* and the *Citizenship Act*;

**WHEREAS** the CBSA was created by Order in Council on December 12, 2003, and immigration enforcement and intelligence responsibilities under the *IRPA* were transferred from CIC to the CBSA, and whereas the CBSA is responsible for providing integrated border services that support national security, public safety and trade, which is achieved through the administration and enforcement of various acts, including the *IRPA*, to facilitate the free flow of persons and goods to and from Canada;

**WHEREAS** CIC and the CBSA signed a Memorandum of Understanding (MOU) on March 27, 2006, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the delivery of the immigration program, information sharing and the provision of various services within their respective mandates;

**WHEREAS** CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the *IRPA* and its

## INTRODUCTION

**ATTENDU QUE** les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, c. 27 (*LIPR*);

**ATTENDU QUE** les parties sont les principales organisations au sein du portefeuille d'immigration et de statut de réfugié, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

**ATTENDU QUE** CIC est responsable d'attirer et d'accueillir les personnes du monde entier, d'enrichir le développement économique, social et culturel du Canada tout en contribuant à la santé et à la sécurité des Canadiens et des Canadiennes, de protéger ceux qui ont besoin de la protection du Canada et de prévoir l'octroi de la citoyenneté, au moyen de l'administration de la *LIPR* et de la *Loi sur la citoyenneté*;

**ATTENDU QUE** l'ASFC a été créée par décret en conseil le 12 décembre 2003, et que les responsabilités relatives à l'exécution de la loi et au renseignement sur l'immigration, prévues par la *LIPR* ont été transférées de CIC à l'ASFC, et attendu que l'ASFC est responsable de fournir des services frontaliers intégrés qui favorisent à la fois la sécurité nationale, la sécurité du public et le commerce. Elle s'acquitte de ce mandat par l'administration et l'exécution de diverses lois, dont la *LIPR*, afin de faciliter la libre circulation des personnes et des marchandises qui entrent et sortent du Canada;

**ATTENDU QUE** CIC et l'ASFC ont signé un protocole d'entente (PE) le 27 mars 2006 pour définir, en des termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à la prestation du programme d'immigration, à l'échange d'information et à la prestation de divers services dans le cadre de leurs mandats respectifs;

**ATTENDU QUE** CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités aux termes

Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the *IRPA*;

**WHEREAS** the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

**WHEREAS** the IRB reports to Parliament through the Minister of Citizenship and Immigration and the CBSA reports to the Minister of Public Safety;

**AND WHEREAS** CIC and the IRB share an Administrative Framework Agreement, which came into effect on December 13, 1996, under which various sub-agreements were adopted:

- Information Sharing Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Priorities Coordination Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Agreement Regarding Claim-Related Information from Refugee Claimants between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1999
- Memorandum of Understanding on Information Exchange between the Documentation, Information and Research Branch, Immigration and Refugee Board of Canada and Refugees Branch of the Department of Citizenship and Immigration, August 1997

de la *LIPR* et de son Règlement d'application, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la *LIPR*;

**ATTENDU QUE** la CISR est un tribunal quasi-judiciaire indépendant, mis en place par le Parlement du Canada pour régler de manière efficace, équitable et conforme à la loi les questions en matière d'immigration et de statut de réfugié;

**ATTENDU QUE** la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique;

**ET ATTENDU QUE** CIC et la CISR partagent une Entente-cadre administrative entrée en vigueur le 13 décembre 1996, sous laquelle diverses ententes auxiliaires ont été adoptées:

- Entente sur l'échange de renseignements entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur la coordination des priorités entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur les renseignements relatifs aux revendications des demandeurs du statut de réfugié entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1999
- Protocole d'entente sur l'échange d'information entre la Direction générale de la documentation, de l'information et des recherches de la Commission de l'immigration et du statut de réfugié du Canada et La Direction générale des réfugiés du ministère de la Citoyenneté et de l'Immigration, Août 1997

**THEREFORE THE PARTIES AGREE AS FOLLOWS:**

**PURPOSE**

1. This Memorandum of Understanding establishes the administrative framework that will facilitate:
  - the sharing of information between CIC and the IRB and between the CBSA and the IRB, with respect to matters within the mandate of the IRB; and
  - cooperation on administrative measures with respect to matters within the mandate of the IRB.
2. CIC and the IRB agree that, on the date on which this MOU comes into effect, the Administrative Framework Agreement between CIC and the IRB, which came into effect on December 13, 1996, is terminated.
3. The Parties agree that the existing sub-agreements under the Administrative Framework Agreement will continue in effect under this MOU, in accordance with section 18 below.

**PRINCIPLES**

4. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. The IRB is a tribunal before which the CBSA and CIC appear as parties. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on the institutional independence of the IRB. Moreover, the Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

**PAR CONSÉQUENT, LES PARTIES CONVIENNENT DE CE QUI SUIT :**

**OBJET**

1. Le présent protocole d'entente établit le cadre administratif qui facilitera :
  - l'échange d'information entre CIC et la CISR, et entre l'ASFC et la CISR, en ce qui a trait aux questions qui relèvent du mandat de la CISR; et
  - la collaboration relative aux mesures administratives en ce qui a trait aux questions qui relèvent du mandat de la CISR.
2. CIC et la CISR conviennent qu'à la date de prise d'effet du présent PE, l'Entente-cadre administrative entre CIC et la CISR, entrée en vigueur le 13 décembre 1996, prendra fin.
3. Les parties conviennent que les ententes auxiliaires existantes en vertu de l'Entente-cadre administrative se poursuivront sous ce PE, en conformité avec la section 18 ci-dessous.

**PRINCIPES**

4. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. La CISR est un tribunal devant lequel l'ASFC et CIC comparaissent comme parties. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

5. The Parties agree to, where appropriate, share information and cooperate on administrative measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the *Immigration and Refugee Protection Act (IRPA)*;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

#### SHARING OF INFORMATION

6. CIC and the CBSA agree to share with the IRB, and the IRB agrees to share with CIC and the CBSA, where appropriate, such information as is required to carry out their respective mandates as derived from the *IRPA*.
7. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

#### COMMUNICATION AND CONSULTATION

8. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.
9. Key areas for communication and consultation may include:

5. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer pour les mesures administratives ayant trait aux questions qui relèvent du mandat de la CISR concernant:

- l'amélioration de l'efficacité administrative, tout en tenant compte de l'impartialité et des principes de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la *Loi sur l'immigration et la protection des réfugiés (LIPR)*;
- l'échange et l'intégration des pratiques exemplaires développées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

#### ÉCHANGE D'INFORMATION

6. CIC et l'ASFC conviennent d'échanger avec la CISR, et la CISR convient d'échanger avec CIC et l'ASFC, le cas échéant, les renseignements requis pour remplir leurs mandats respectifs découlant de la *LIPR*.
7. Les parties reconnaissent que tout échange d'information sous ce PE doit se faire en conformité avec toute législation ou politique applicable.

#### COMMUNICATION ET CONSULTATION

8. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
9. Les principaux domaines de communication et de consultation pourraient être les suivants :

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;</li> <li>• notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;</li> <li>• major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning of the other Parties; and</li> <li>• issues arising from any cost or service-sharing component of this MOU.</li> </ul> | <ul style="list-style-type: none"> <li>• nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;</li> <li>• notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel, ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;</li> <li>• initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties; et</li> <li>• questions découlant de toute composante de partage des coûts ou des services du présent PE.</li> </ul> |
|---|---|
10. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.
10. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

#### STEERING COMMITTEE

11. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU. Details regarding the composition of this Committee and its meeting schedule are provided in Appendix A, as amended from time to time.

#### COMITÉ DIRECTEUR

11. Les parties conviennent de mettre sur pied un Comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE. Les détails relatifs à la composition de ce comité et à son calendrier de réunions sont énoncés à l'Appendice A, y compris les modifications successives.



## ANNEXES

12. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.
13. Approved annexes will be identified in Appendix B, as amended from time to time. Additional subject areas for annexes may be identified in the future by the Steering Committee.
14. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.
15. Where an annex does not specify a consultation process, the consultation process set out in this MOU will apply to that annex as between the relevant Parties.

### Existing sub-agreements

16. The Parties agree that, where applicable, the existing sub-agreements listed in the Introduction will continue to apply to the Parties according to their respective mandates, to the extent that they do not conflict with this MOU, in which case this MOU will prevail.
17. The existing sub-agreements will be interpreted in the spirit of, and governed by, the principles contained in this MOU, and any issues of interpretation or application will fall under the responsibility of the Steering Committee.
18. The existing sub-agreements will remain in effect either until such time as the Parties enter into new annexes under this MOU to replace them or until an existing sub-agreement is terminated in accordance with the terms of that sub-agreement or this MOU.

## ANNEXES

12. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.
13. Les annexes approuvées seront indiquées à l'Appendice B, y compris les modifications successives. Les domaines additionnels des annexes pourront être définis à l'avenir par le Comité directeur.
14. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.
15. Lorsqu'une annexe ne précise aucun processus de consultation, le processus de consultation énoncé dans le présent PE s'appliquera entre les parties pertinentes à cette annexe.

### Ententes auxiliaires existantes

16. Les parties conviennent que, le cas échéant, les ententes auxiliaires existantes énumérées en introduction continueront de s'appliquer aux parties conformément à leurs mandats respectifs, dans la mesure où elles n'entrent pas en conflit avec le présent PE, auquel cas le présent PE prévaudra.
17. Les ententes auxiliaires existantes seront interprétées dans l'esprit des principes contenus dans le présent PE, et régies par ces principes, et toute question d'interprétation ou d'application relèvera de la responsabilité du Comité directeur.
18. Les ententes auxiliaires existantes demeureront en vigueur jusqu'à ce que les parties concluent de nouvelles annexes dans le cadre du présent PE afin de les remplacer ou jusqu'à ce qu'une entente auxiliaire existante soit résiliée en conformité avec les termes de cette entente auxiliaire ou du présent PE.

19. Where an existing sub-agreement does not specify a consultation process, the consultation process set out in this MOU will apply to that sub-agreement.

#### **DESIGNATED OFFICIALS**

20. The following designated officials for the Parties have overall administrative responsibility for this MOU and its Appendices A and B.

##### **For CIC:**

Director General  
Refugees Branch  
365 Laurier Avenue West  
Ottawa, ON  
K1A 1L1

##### **For the CBSA:**

Director General  
Enforcement Programs Directorate  
Enforcement Branch  
191 Laurier Avenue West  
Ottawa, ON  
K1A 0L8

##### **For the IRB:**

Director General  
Operations Branch  
344 Slater Street  
Ottawa, ON  
K1A 0K1

#### **DISPUTE RESOLUTION**

21. Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

19. Dans les cas où une entente auxiliaire existante ne précise aucun processus de consultation, le processus de consultation établi dans le présent PE s'appliquera à cette entente auxiliaire.

#### **REPRÉSENTANTS DÉSIGNÉS**

20. Les représentants désignés suivants pour les parties ont la responsabilité administrative générale du présent PE et de ses Appendices A et B.

##### **Pour CIC :**

Directeur général  
Direction générale des réfugiés  
365, avenue Laurier Ouest  
Ottawa (Ontario)  
K1A 1L1

##### **Pour l'ASFC :**

Directeur général  
Direction des programmes d'exécution de la loi,  
Direction générale de l'exécution  
191, avenue Laurier Ouest  
Ottawa (Ontario)  
K1A 0L8

##### **Pour la CISR :**

Directeur général  
Direction générale des opérations  
344, rue Slater  
Ottawa, (Ontario)  
K1A 0K1

#### **RÈGLEMENT DES LITIGES**

21. Tout désaccord relatif au présent PE qui ne peut être résolu par des consultations entre les parties sera référé au Comité directeur, qui se chargera de le résoudre. Si ces représentants ne peuvent résoudre le litige, il sera réglé par les personnes occupant un poste de signataire du présent PE.

22. Where an annex or an existing sub-agreement does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

#### **FINANCIAL ARRANGEMENTS**

23. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific annex.

#### **ADMINISTRATIVE DETAILS**

##### **Review**

24. The Parties agree to review this MOU no later than two years from the date on which the MOU takes effect and every two years thereafter.

##### **Date in effect**

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

##### **Amendment**

26. This MOU may be amended at any time, by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
27. Where an annex or an existing sub-agreement does not specify an amending process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

22. Dans les cas où une annexe ou une entente auxiliaire ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire.

#### **ARRANGEMENTS FINANCIERS**

23. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par ce PE, à moins d'une indication contraire dans une annexe donnée.

#### **DÉTAILS ADMINISTRATIFS**

##### **Révision**

24. Les parties conviennent de revoir le présent PE au plus tard dans les deux ans suivant sa date de prise d'effet, et par la suite tous les deux ans.

##### **Date d'entrée en vigueur**

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

##### **Modification**

26. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des parties, par un échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
27. Dans les cas où une annexe ou une entente auxiliaire existante ne précise aucun processus de modification, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

## **AUDIT, EVALUATION AND QUALITY ASSURANCE**

28. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans on an annual basis;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

29. While quality assurance can be a component of an audit, quality assurance activities related to specific business processes are the responsibility of the program area. All three Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of all three Parties where it will promote organizational learning across the immigration program.

## **VÉRIFICATION, ÉVALUATION ET ASSURANCE DE LA QUALITÉ**

28. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation sur une base annuelle;
- La consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

29. Bien que l'assurance de la qualité puisse être un élément d'une vérification, les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les trois parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des trois parties, où elles encourageront l'apprentissage organisationnel dans tout le programme d'immigration.

## SECURITY OF INFORMATION

30. Each Party is responsible for ensuring that the standards and requirements of the Government Security Policy for the safeguarding of sensitive information and assets under their control and the Operational Standard for the *Security of Information Act* are met.

## TERMINATION

31. This MOU may be terminated by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
32. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.
32. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to withdraw from the MOU. Upon the withdrawal of either Party under this provision, the MOU will remain in effect as between the IRB and the remaining Party.
34. Where an annex or an existing sub-agreement does not specify a termination process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

**IN WITNESS THEREOF**, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

## SÉCURITÉ DES RENSEIGNEMENTS

30. Chaque partie est responsable de veiller à ce que les normes et les exigences de la Politique du gouvernement sur la sécurité pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et la Norme opérationnelle de la *Loi sur la protection de l'information* soient respectées.

## RÉSILIATION

31. Le présent PE peut être résilié avec le consentement mutuel des parties, par l'échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
32. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.
33. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de se retirer du PE. Au moment du retrait de l'une des parties, en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.
34. Dans les cas où une annexe ou entente auxiliaire existante ne précise aucun processus de résiliation, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

**EN FOI DE QUOI**, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple exemplaire, chacune des copies étant également authentique.

**FOR THE DEPARTMENT OF CITIZENSHIP  
AND IMMIGRATION**

  
Richard B. Fadden

Deputy Minister of the Department of Citizenship  
and Immigration

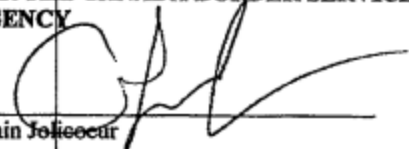
**POUR LE MINISTÈRE DE LA  
CITOYENNETÉ ET DE L'IMMIGRATION**

  
Richard B. Fadden

Sous-ministre de Citoyenneté et Immigration  
Canada

2/4/08

**FOR THE CANADA BORDER SERVICES  
AGENCY**

  
Alain Jolicœur


President of the Canada Border Services Agency

**POUR L'AGENCE DES SERVICES  
FRONTALIERS DU CANADA**

  
Alain Jolicœur

Président de l'Agence des services frontaliers du  
Canada

**FOR THE IMMIGRATION AND REFUGEE  
BOARD OF CANADA**

  
Brian Goodman

Chairperson of the Immigration and Refugee Board  
of Canada

**POUR LA COMMISSION DE  
L'IMMIGRATION ET DU STATUT DE  
RÉFUGIÉ DU CANADA**

  
Brian Goodman

Président de la Commission de l'immigration et du  
statut de réfugié du Canada

## **APPENDIX A**

### **STEERING COMMITTEE**

1. The Parties agree to establish a Steering Committee comprised of representatives of each Party to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from it.

2. The Steering Committee shall be comprised of the following representatives:

**IRB:**

Director General, Operations,  
Director General, Communications and Partnerships

**CIC:**

Director General, Refugees Branch,  
Director General, Operational Management and Coordination

**CBSA:**

Director General, Programs and Operational Services Directorate,  
Director General, Enforcement Programs Directorate

3. The Steering Committee shall meet as required to address issues pertaining to this MOU, but at least once per year beginning on the date on which this MOU comes into effect.

## **APPENDICE A**

### **COMITÉ DIRECTEUR**

1. Les parties conviennent de mettre sur pied un Comité directeur composé de représentants de chacune des parties pour superviser les éléments du présent PE et résoudre les questions importantes d'interprétation ou d'application découlant de celui-ci.

2. Le Comité directeur sera composé des représentants suivants :

**CISR:**

Directeur général des opérations,  
Directeur général des communications et partenariats

**CIC:**

Directeur général, Direction générale des réfugiés,  
Directeur général, Gestion opérationnelle et coordination

**ASFC:**

Directeur général, Direction des services aux programmes et aux opérations,  
Directeur général, Direction des programmes d'exécution

3. Le Comité directeur devra se réunir au besoin, au minimum une fois par année, pour examiner les questions relatives au présent PE à compter de la date d'entrée en vigueur de celui-ci.

**APPENDIX B**

**LIST OF APPROVED ANNEXES**

**APPENDICE B**

**LISTE DES ANNEXES APPROUVÉES**



**Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)**

**Between**

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

**CONSIDERING that:**

CIC, the CBSA, and the IRB, which is an independent quasi-judicial tribunal, have a common commitment to realizing the objectives related to the immigration and refugees - as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA), and acknowledge that coordination between the organizations, each acting within its own mandate is essential to support these objectives.

CIC, the CBSA and the IRB concluded and signed a Memorandum of Understanding (MOU), hereinafter referred to as the "MOU" in April 2008, specifying that the parties agree to negotiate Annexes under the MOU.

This Annex will be interpreted in accordance with the principles contained in the MOU. For greater certainty, in accordance with section 4 of the MOU, this Annex will be interpreted in a manner that recognizes the institutional independence of the IRB with respect to the setting of priorities in the processing of its cases and the management of its proceedings.

**THE PARTIES AGREE:**

**1. Purpose and Objective**

- 1.1 The purpose of this Annex is to outline the process by which new and/or temporary priorities in the management of cases will be identified. In the processing of cases, all Parties undertake to give due consideration to the mutually agreed priorities as set out in section 2 of this Annex.
- 1.2 The objective of this Annex is to enhance the efficient management of the immigration program and to improve the quality of service to the public by each Party in their respective roles.

**2. Commitment**

- 2.1 The Parties agree to give priority to identified emerging trends within the general categories of cases that are listed in Schedule 1.

- 2.2 Notwithstanding section 2.1, it is recognized that the IRB has the authority for scheduling cases to be dealt with by any Division of the IRB, and will do so in a manner which respects the right of all parties to have a full and proper hearing.
- 2.3 CIC and the CBSA agree, to notify the IRB of the general categories of cases that are listed in Schedule 1, thereby facilitating their priority processing.

### **3. Communication and Consultation**

- 3.1 Communication and consultation between the Parties with respect to the priority processing of cases will be in accordance with the principles outlined in section 9 of the MOU.

### **4. Protocol for Addressing Emerging Trends and New Priorities**

- 4.1 The protocol for identifying a new or a temporary priority, will be for the identifying Party to provide written notification to the other Parties. When a new or a temporary priority is identified, each Party will, as operationally feasible:
- (a) Ensure that there is adequate regional and divisional involvement and resources as required to manage the situation; and
  - (b) Involve, if necessary, other government departments and agencies who may have an interest in the situation
- 4.2 Schedule 1 may be amended in writing by mutual consent of the Steering Committee, as identified in Appendix A of the MOU, in order to make any permanent changes required to respond to an emerging trend or to add any new priorities that would ensure the efficient management of the immigration and refugee programs.
- 4.3 Additional, and/or temporary priorities may be established to respond to emerging trends or situations identified by any Party

### **5. Monitoring**

- 5.1 Each Party will incorporate practices to ensure ongoing monitoring of this Annex. Parties will report at portfolio working group meetings, on their respective efforts to consult, cooperate and prioritize workloads, based on the priorities agreed upon in Schedule 1 as well as any emerging trends, and/or temporary priorities identified pursuant to section 4 of this Annex.
- 5.2 Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.
- 5.3 A record of discussion will be drafted and provided to the Steering Committee.

## 6. Dispute Resolution

6.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

## 7. Administration

7.1 This Annex will come into effect on the date on which it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

7.2 On the date which this Annex comes into effect, the Priorities Coordination Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on April 10, 2012 in Ottawa, Canada

\_\_\_\_\_  
Caitlin Imrie,  
A/Director General,  
Refugee Affairs Branch, CIC

\_\_\_\_\_  
Gerry Deneault  
Director General,  
Operations Branch, IRB

\_\_\_\_\_  
Peter D. Hill  
Director General,  
Post Border Programs Branch,  
CBSA

\_\_\_\_\_  
Caroline Melis,  
Director General,  
Operational Management and  
Coordination, CIC

\_\_\_\_\_  
Kevin White  
Director General,  
Strategic Communications and  
Partnerships Branch, IRB

\_\_\_\_\_  
Glenda Lavergne  
Director General,  
Border Operations Branch,  
CBSA

**Schedule 1 to the Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)**

1. Pursuant to section 2.1 of the Annex, without any indication as to order, the priorities for processing are the following:
  - (a) persons who are detained under the *IRPA* and any other Provincial or Federal Act;
  - (b) persons reported or found inadmissible on grounds of security (A34), human or international rights violation (A35), serious criminality [A36(1)], criminality [A36(2)], organized criminality (A37);
  - (c) Ministerial interventions that concern persons identified under art. 11(b) of the 1951 Convention
  - (d) persons who are serving a sentence for a criminal offence under any Act of Parliament: all processes before the IRB are to be completed, wherever feasible, prior to the date on which the person may be released on full parole or statutory release or date on which the person completes the sentence or term of imprisonment;
  - (e) unaccompanied minors and, where appropriate, persons identified as a vulnerable person;
  - (f) persons reported or found inadmissible on health grounds (A38);
  - (g) *de novo* cases referred back from the Federal Court;
  - (h) persons who fail to cooperate with CIC or the CBSA in establishing their identity;
  - (i) persons who are part of emerging trends or situations identified pursuant to section 4.1 of this Annex; and,
  - (j) cases where cessation (A108) or vacation (A109) of refugee protection is sought on application by the Minister.

2504 - Release under the Access to Information Act  
A570 - Document en vertu de la Loi sur l'accès à l'information

**INFORMATION SHARING ANNEX BETWEEN CITIZENSHIP AND  
IMMIGRATION CANADA (CIC), THE CANADA BORDER SERVICES  
AGENCY (CBSA) AND THE IMMIGRATION AND REFUGEE BOARD OF  
CANADA (IRB)**

---

**BETWEEN**

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB), hereinafter jointly referred to as "The Parties".

**WHEREAS:**

The Parties, have a common commitment to realizing the objectives related to immigration and refugees— as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA) and acknowledge that a coordinated and structured information sharing regime between the organizations, each acting within its own mandate, is essential to support these objectives.

The Parties concluded and signed a Memorandum of Understanding, hereinafter jointly referred to as the "MOU" in April 2008, specifying that the Parties agree to negotiate Annexes under the MOU. This Annex will be interpreted in accordance with the principles contained in the MOU.

The Parties have separate responsibilities in matters relating to the immigration and refugee protection lines of business as defined in the MOU.

The Parties regard information sharing as a key element in the efficient and effective management of the refugee and immigration programs. This Annex focuses on the lawful authorities and policies by which the three organizations share information to further their respective mandates.

The Parties share personal and case-related information limited to advancing their respective immigration and refugee determination lines of business within the scope of their responsibilities as defined in the *IRPA*.

The Parties recognize that any sharing of information must be carried out in accordance with section 7 of the MOU and the authorities identified in section 5.1 of this Annex.

## **THE PARTIES AGREE:**

### **1. Purpose and Objective**

- 1.1 The purpose of this Annex is to outline the administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee protection processes.
- 1.2 The objectives of this Annex are to govern the exchange of personal and case related information and to facilitate the flow of shared information between the Parties, for the purposes of immigration and refugee case processing, management of caseloads, tracking of cases, evaluation purposes and statistical reporting between the Parties.
- 1.3 This Annex is not intended to override the Immigration Refugee Protection Regulations and Divisional Rules that govern disclosure between the Parties in proceedings before the IRB.

### **2 Commitment**

- 2.1 The Parties commit to lawfully sharing case specific information, including personal and case related information systematically or on a case by case basis based on arrangements made between the three organizations;
- 2.2 The Parties commit to lawfully exchanging personal and case related information for purposes related to their respective roles in immigration and refugee case processing.

### **3 Information to be provided**

- 3.1 The Parties adopt the definition of "*personal Information*" as it is described in section 3 of the *Privacy Act* and agree to share information pursuant to section 8 of the *Privacy Act*.
- 3.2 The Parties agree to share personal information relating to an applicant/ refugee claimant for the purpose of the respective roles and responsibilities of each Party within the context of the administration of the *IRPA* and its regulations, and the *Citizenship Act*.
- 3.3 A non-exhaustive list of elements of personal information being shared is described in Schedule 1.

3.4 Schedule 1 may be amended in writing by mutual consent of the designated representatives from CIC, the CBSA and the IRB who form the Steering Committee, as identified in Appendix A of the MOU.

3.5 The Parties will share personal and case related information, including country condition information, internal guidelines, and case specific processes between the three Parties.

3.6 The Parties will also share statistical information and other reports, for the purposes of the management, monitoring and evaluation of their respective immigration and refugee programs.

#### **4 Method of Sharing Information**

4.1 The Parties commit to continuing to exchange case information electronically via a secure interface. The Parties favour the use of technology to streamline the sharing of information. The parties may establish a secure electronic interface for an automatic upload of shared data and appropriate access to operational systems and databases.

4.2 Information shared under this Annex may be shared proactively or in response to a request. Further, the sharing of information, for the purposes described in Section 1 of this Annex, may be systematic or on a case by case basis.

4.3 When information is not routinely exchanged, the Parties will send a request and provide a response in written format unless it is not practicable to do so.

#### **5 Confidentiality and Limitations :**

5.1 The Parties commit to taking all reasonable measures to preserve the level of confidentiality and integrity of the information received from the Parties and safeguard the information against accidental or unauthorized access, use or disclosure, in accordance with the *Access to Information Act* and the *Privacy Act*.

#### **6 Monitoring and Evaluation**

6.1 Each Party will incorporate practices to ensure monitoring of this Annex and evaluate whether the information being shared responds to the objectives of this Annex as established in section 1. For example, the Parties will report at portfolio working group meetings on their respective efforts. The portfolio working group includes representatives from the IRB, CIC and the CBSA as it relates to the immigration and refugee program.

6.2 The Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

6.3 A record of discussion will be drafted and provided to the Steering Committee.

## **7 Information Management**

7.1 The Parties will exercise reasonable efforts to ensure that all personal information disclosed between the Parties will be transmitted, accessed, maintained and destroyed or disposed of in accordance with the *Privacy Act*, the *Library and Archive of Canada Act* as well as their respective regulations.

7.2 In the event of any accidental or unauthorized access, use, disclosure, modification or deletion of personal information provided, the Parties will investigate and promptly notify the other Party (ies) with full details and results of any investigation.

7.3 The Party that committed the privacy breach will take corrective measures to address the situation and to prevent future occurrences and inform the supplying Party accordingly.

## **8 Subsequent Disclosure**

8.1 Personal information that is received from a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless permitted by law or covered by international agreements. Where disclosure of personal information is permitted by law, the supplying Party will be notified in writing of the disclosure.

8.2 Information, other than personal information, that is received by a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless such disclosure is permitted by law.

## **9 Dispute Resolution**

9.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.



## 10 Administration

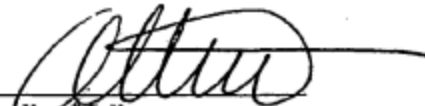
10.1 This Annex will come into effect on the date it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

10.2 On the date which this Annex comes into effect, the Information Sharing Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.


Signed on January 21, 2013 in Ottawa, Canada.



Caitlin Imrie  
A/Director General,  
Refugee Affairs Branch, CIC



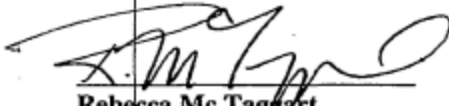
Caroline Melis  
Director General,  
Operational Management and  
Coordination, CIC



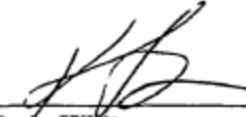
Peter D. Hill  
Director General,  
Enforcement and Intelligence Programs  
CBSA



Geoff Leckey,  
Director General,  
Enforcement and Intelligence Operations  
CBSA



Rebecca Mc Taggart  
A/Director General,  
Operations Branch,  
IRB



Keyin White  
Director General,  
Strategic Communications and  
Partnerships Branch, IRB

**Schedule 1 to the Information Sharing Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB).**

Pursuant to Section 5 of the Annex, personal information being shared may include, but is not limited to:

- Name
- Alias(es)
- Gender
- Physical description
- Date of birth
- Country of birth
- Country of last Permanent Residence
- Citizenship(s) or nationality(ies)
- Biometrics including photographs and fingerprints
- Work history
- Military service history
- Adverse information such as links with terrorists, criminal activities, war crimes and/or organized crime groups
- Citizenship or immigration enforcement history
- Travel carrier information
- Passport and travel document information
- Personal identification documents
- Travel routing, itinerary and history
- Telephone numbers
- Addresses
- Marital status and family composition
- Current and previous immigration status/ violations
- Outstanding immigration and criminal warrants for arrest
- Occupational information
- Education
- Grounds of inadmissibility
- Grounds of removal
- Documents submitted in support of an application to the IRB, CBSA and/ or CIC
- Other documents/ intelligence relevant to the role/ responsibility of the Parties to this Annex.

PROTECTED B



Canada Border  
Services Agency    Agence des services  
frontaliers du Canada

For approval

**MEMORANDUM OF UNDERSTANDING BETWEEN CITIZENSHIP AND  
IMMIGRATION CANADA, THE CANADA BORDER SERVICES AGENCY AND THE  
IMMIGRATION AND REFUGEE BOARD**

For the Director General

**PURPOSE**

To approve the new Memorandum of Understanding (MOU) between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB) at the next Steering Committee meeting scheduled for December 15<sup>th</sup>, 2015.

**ISSUE**

An MOU between Citizenship and Immigration Canada (CIC), the CBSA and the IRB was first entered into in April 2008. The Parties reviewed the MOU in 2014-15 and drafted an updated arrangement following consultations and respective approvals. The new draft MOU has been finalized and tabled for approval and signature by the Deputy Minister of CIC, the President of the CBSA and the Chairperson of the IRB.

**BACKGROUND**

An MOU between CIC, the CBSA and the IRB was signed in April 2008 to establish the basis of cooperation between the Parties regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB.

The associated Priorities Coordination Annex was signed on April 10, 2012, and the Information Sharing Annex was signed on January 21, 2013. Regular trilateral discussions were held on the outstanding Detention, Safety and Security Annex and the Interpreter Annex, which had also been identified for development.

The 2008 MOU was to be reviewed every two years by the Parties. However, due to other competing priorities, it was not reviewed until 2014-15 following the direction set by the Directors General (DGs) level Steering Committee (SC). At that time, the Trilateral Working Group (WG) was asked to undertake a review of the MOU and the existing Annexes.

Following the review, it was agreed that the WG would finalize the new MOU, finalize the Detention Safety and Security Annex and update the current Information Sharing Annex for finalization by the end of FY 2015-2016. It was agreed that the existing Priorities Coordination

Page 1 of 3

**Canada**

**PROTECTED B**

Annex would be reviewed after the three-year Refugee Reform evaluation was completed. The development of the Interpreter Annex has not been scheduled.

## **CONSIDERATIONS**

The development of the new MOU included two broad internal consultations at the regional and national headquarters levels.

Similar to the 2008 MOU, the proposed new MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

Varying from the 2008 MOU, the governance of the various WGs have been incorporated as well as a clause ensuring that the finalized Annexes under the 2008 MOU will remain in effect until replaced or terminated.

Given that no new information is being shared than would have been shared under the 2008 version, or under any of the legislation or programs that allows for the sharing of information, it was agreed that a Privacy Impact Assessment was not required.

Signatories to the MOU remain at the Deputy Minister level, Deputy Minister for CIC, President of the CBSA and Chairperson of the IRB. Similarly, signatories to the Annexes will remain the SC members identified in the MOU.

## **NEXT STEPS**

The IRB is planning to schedule a signing ceremony for the three Parties' Deputy Ministers by mid to end of January or early February 2016 to ratify the document.

**PROTECTED B**

## **RECOMMENDATION**

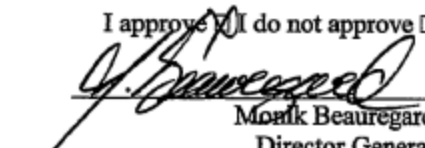
In light of the above considerations, the Management Sub-Committee (Directors) and WG endorse this MOU and make the following recommendation:

- Approval of the final MOU to be shared with the DM level Parties. (Attached for approval and supporting Annexes for information )

Signature:   
Stephen Bolton  
Inland Enforcement Program Management

## **Director General's Response**

I approve ☒ I do not approve ☐

  
Monik Beauregard  
Director General  
Enforcement and Intelligence Programs

## **ATTACHMENTS**

1. Memorandum of Understanding between CIC, CBSA and IRB
2. For your information:
  - 2008 Trilateral MOU between CIC, the CBSA and the IRB
  - Priorities Coordination Annex (English and French)
  - Information Sharing Annex (English and French)
  - 2015-16 Critical Path



Canada Border Services Agency / Agence des services frontaliers du Canada

PROTECTED B

CBSA/ASFC-15-\_\_\_\_\_

ROUTING SLIP/BORDEREAU D'ACHEMINEMENT

ACTION REQUIRED/ MESURE REQUISE			
Name and Telephone Number/ Nom et numéro de téléphone	Initials and date/ Initiales et date	Action	Information
Director General/ Directeur général(e) Name / Nom : Monik Beauregard	LR for MB	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Director/ Directeur Name / Nom : Rick Dvorski A/Director	R	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<p>Subject/Objet : Memorandum of Understanding CIC, CBSA and IRB            Action/Mesure : For Approval            BF/AR : 2015-12-15</p> <p>Please approve the attached Memorandum of Understanding between CIC, CBSA and the IRB by December 15<sup>th</sup>, 2015.</p> <p>The relevant program and operation areas at NHQ were consulted on the MOU. Directors in regions were also consulted.</p> <p>Consultations (if applicable) :</p>			

Canada

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

#### **THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)**

represented by the Deputy Minister of the Department of Citizenship and Immigration AND

#### **THE CANADA BORDER SERVICES AGENCY (CBSA)**

represented by the President of the Canada Border Services Agency

### AND

#### **THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)**

represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

### Introduction

**WHEREAS** the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

**WHEREAS** the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

**WHEREAS** under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

**WHEREAS** the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

**WHEREAS** the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

Draft version November 19, 2015

**WHEREAS** CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4<sup>th</sup>, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

**WHEREAS** CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

**WHEREAS** the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

**Therefore the Parties agree as follows:**

#### **Purpose**

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

#### **Principles**

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

#### **Sharing of information**

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

Draft version November 19, 2015



5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

#### **Communication and consultation**

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

#### **Governance**

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

#### **Mandate of the Steering Committee**

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

#### **Steering Committee Members**

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

CBSA - DG, Enforcement and Intelligence Programs Directorate  
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch  
IRB - DG, Registry and Regional Support Services Branch.

#### **Substitutes**

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

#### **Secretariat**

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

#### **Frequency of Meetings**

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

#### **Sub-committees**

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

#### **Annexes**

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

Draft version November 19, 2015

19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

#### **Dispute resolution**

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

#### **Financial arrangements**

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

#### **Administrative details**

#### **Review**

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

#### **Date in effect**

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

### **Amendment**

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

### **Audit, evaluation and quality assurance**

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

### **Security of information**

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

### **Termination**

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

Draft version November 19, 2015

35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

**Counterpart signature**

38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS THEREOF**, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

**FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION**

\_\_\_\_\_  
Anita Biguzs  
Deputy Minister of the Department of Citizenship and Immigration

**FOR THE CANADA BORDER SERVICES AGENCY**

\_\_\_\_\_  
Linda Lizotte-MacPherson  
President of the Canada Border Services Agency

**FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA**

\_\_\_\_\_  
Mario Dion  
Chairperson of the Immigration and Refugee Board of Canada

Draft version November 19, 2015



**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE DEPARTMENT OF  
CITIZENSHIP AND IMMIGRATION, THE  
CANADA BORDER SERVICES AGENCY  
AND THE IMMIGRATION AND REFUGEE  
BOARD OF CANADA**

**MEMORANDUM OF UNDERSTANDING**

To establish the basis of cooperation regarding the delivery of the immigration and refugee program with respect to matters within the mandate of the Immigration and Refugee Board of Canada.

**BETWEEN**

**THE DEPARTMENT OF CITIZENSHIP AND  
IMMIGRATION**

represented by the Deputy Minister of the Department of Citizenship and Immigration and herein referred to as "CIC"

**AND**

**THE CANADA BORDER  
SERVICES AGENCY**

represented by the President of the Canada Border Services Agency and herein referred to as the "CBSA"

**AND**

**THE IMMIGRATION AND REFUGEE  
BOARD OF CANADA**

represented by the Chairperson of the Immigration and Refugee Board of Canada and herein referred to as the "IRB"

Hereinafter jointly referred to as the "Parties."



**PROTOCOLE D'ENTENTE ENTRE LE  
MINISTÈRE DE LA CITOYENNETÉ ET DE  
L'IMMIGRATION, L'AGENCE DE SERVICES  
FRONTALIERS DU CANADA ET LA  
COMMISSION DE L'IMMIGRATION ET DU  
STATUT DE RÉFUGIÉ DU CANADA**

**PROTOCOLE D'ENTENTE**

Établir les bases de la collaboration au sujet de la prestation du programme d'immigration et de statut de réfugié dans le cadre du mandat de la Commission de l'immigration et du statut de réfugié du Canada.

**ENTRE**

**LE MINISTÈRE DE LA CITOYENNETÉ ET  
DE L'IMMIGRATION**

représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration, ci-après appelé « CIC »

**ET**

**L'AGENCE DES SERVICES FRONTALIERS  
DU CANADA**

représentée par le président de l'Agence des services frontaliers du Canada, ci-après appelée « ASFC »

**ET**

**LA COMMISSION DE L'IMMIGRATION ET  
DU STATUT DE RÉFUGIÉ DU CANADA**

représentée par le président de la Commission de l'immigration et du statut de réfugié du Canada, ci-après appelée « CISR »

Ci-après désignées conjointement sous le nom de « parties »

## INTRODUCTION

**WHEREAS** the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (*IRPA*);

**WHEREAS** the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

**WHEREAS** CIC is responsible for attracting and welcoming people from all parts of the world, enriching the economic, social and cultural development of Canada while contributing to the health, safety and security of Canadians, protecting those in need of Canada's protection and providing for the granting of citizenship, through the administration of both the *IRPA* and the *Citizenship Act*;

**WHEREAS** the CBSA was created by Order in Council on December 12, 2003, and immigration enforcement and intelligence responsibilities under the *IRPA* were transferred from CIC to the CBSA, and whereas the CBSA is responsible for providing integrated border services that support national security, public safety and trade, which is achieved through the administration and enforcement of various acts, including the *IRPA*, to facilitate the free flow of persons and goods to and from Canada;

**WHEREAS** CIC and the CBSA signed a Memorandum of Understanding (MOU) on March 27, 2006, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the delivery of the immigration program, information sharing and the provision of various services within their respective mandates;

**WHEREAS** CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the *IRPA* and its

## INTRODUCTION

**ATTENDU QUE** les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, c. 27 (*LIPR*);

**ATTENDU QUE** les parties sont les principales organisations au sein du portefeuille d'immigration et de statut de réfugié, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

**ATTENDU QUE** CIC est responsable d'attirer et d'accueillir les personnes du monde entier, d'enrichir le développement économique, social et culturel du Canada tout en contribuant à la santé et à la sécurité des Canadiens et des Canadiennes, de protéger ceux qui ont besoin de la protection du Canada et de prévoir l'octroi de la citoyenneté, au moyen de l'administration de la *LIPR* et de la *Loi sur la citoyenneté*;

**ATTENDU QUE** l'ASFC a été créée par décret en conseil le 12 décembre 2003, et que les responsabilités relatives à l'exécution de la loi et au renseignement sur l'immigration, prévues par la *LIPR* ont été transférées de CIC à l'ASFC, et attendu que l'ASFC est responsable de fournir des services frontaliers intégrés qui favorisent à la fois la sécurité nationale, la sécurité du public et le commerce. Elle s'acquitte de ce mandat par l'administration et l'exécution de diverses lois, dont la *LIPR*, afin de faciliter la libre circulation des personnes et des marchandises qui entrent et sortent du Canada;

**ATTENDU QUE** CIC et l'ASFC ont signé un protocole d'entente (PE) le 27 mars 2006 pour définir, en des termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à la prestation du programme d'immigration, à l'échange d'information et à la prestation de divers services dans le cadre de leurs mandats respectifs;

**ATTENDU QUE** CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités aux termes

Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the *IRPA*;

**WHEREAS** the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

**WHEREAS** the IRB reports to Parliament through the Minister of Citizenship and Immigration and the CBSA reports to the Minister of Public Safety;

**AND WHEREAS** CIC and the IRB share an Administrative Framework Agreement, which came into effect on December 13, 1996, under which various sub-agreements were adopted:

- Information Sharing Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Priorities Coordination Agreement between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1997
- Agreement Regarding Claim-Related Information from Refugee Claimants between the Department of Citizenship and Immigration and the Immigration and Refugee Board, 1999
- Memorandum of Understanding on Information Exchange between the Documentation, Information and Research Branch, Immigration and Refugee Board of Canada and Refugees Branch of the Department of Citizenship and Immigration, August 1997

de la *LIPR* et de son Règlement d'application, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la *LIPR*;

**ATTENDU QUE** la CISR est un tribunal quasi-judiciaire indépendant, mis en place par le Parlement du Canada pour régler de manière efficace, équitable et conforme à la loi les questions en matière d'immigration et de statut de réfugié;

**ATTENDU QUE** la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique;

**ET ATTENDU QUE** CIC et la CISR partagent une Entente-cadre administrative entrée en vigueur le 13 décembre 1996, sous laquelle diverses ententes auxiliaires ont été adoptées:

- Entente sur l'échange de renseignements entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur la coordination des priorités entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1997
- Entente sur les renseignements relatifs aux revendications des demandeurs du statut de réfugié entre le ministère de la Citoyenneté et de l'Immigration et la Commission de l'immigration et du statut de réfugié, 1999
- Protocole d'entente sur l'échange d'information entre la Direction générale de la documentation, de l'information et des recherches de la Commission de l'immigration et du statut de réfugié du Canada et La Direction générale des réfugiés du ministère de la Citoyenneté et de l'Immigration, Août 1997



**THEREFORE THE PARTIES AGREE AS  
FOLLOWS:**

**PURPOSE**

1. This Memorandum of Understanding establishes the administrative framework that will facilitate:
  - the sharing of information between CIC and the IRB and between the CBSA and the IRB, with respect to matters within the mandate of the IRB; and
  - cooperation on administrative measures with respect to matters within the mandate of the IRB.
2. CIC and the IRB agree that, on the date on which this MOU comes into effect, the Administrative Framework Agreement between CIC and the IRB, which came into effect on December 13, 1996, is terminated.
3. The Parties agree that the existing sub-agreements under the Administrative Framework Agreement will continue in effect under this MOU, in accordance with section 18 below.

**PRINCIPLES**

4. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. The IRB is a tribunal before which the CBSA and CIC appear as parties. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on the institutional independence of the IRB. Moreover, the Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

**PAR CONSÉQUENT, LES PARTIES  
CONVIENNENT DE CE QUI SUIT :**

**OBJET**

1. Le présent protocole d'entente établit le cadre administratif qui facilitera :
  - l'échange d'information entre CIC et la CISR, et entre l'ASFC et la CISR, en ce qui a trait aux questions qui relèvent du mandat de la CISR; et
  - la collaboration relative aux mesures administratives en ce qui a trait aux questions qui relèvent du mandat de la CISR.
2. CIC et la CISR conviennent qu'à la date de prise d'effet du présent PE, l'Entente-cadre administrative entre CIC et la CISR, entrée en vigueur le 13 décembre 1996, prendra fin.
3. Les parties conviennent que les ententes auxiliaires existantes en vertu de l'Entente-cadre administrative se poursuivront sous ce PE, en conformité avec la section 18 ci-dessous.

**PRINCIPES**

4. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. La CISR est un tribunal devant lequel l'ASFC et CIC comparaissent comme parties. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

5. The Parties agree to, where appropriate, share information and cooperate on administrative measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the *Immigration and Refugee Protection Act (IRPA)*;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

#### SHARING OF INFORMATION

6. CIC and the CBSA agree to share with the IRB, and the IRB agrees to share with CIC and the CBSA, where appropriate, such information as is required to carry out their respective mandates as derived from the *IRPA*.
7. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

#### COMMUNICATION AND CONSULTATION

8. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.
9. Key areas for communication and consultation may include:

5. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer pour les mesures administratives ayant trait aux questions qui relèvent du mandat de la CISR concernant:

- l'amélioration de l'efficacité administrative, tout en tenant compte de l'impartialité et des principes de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la *Loi sur l'immigration et la protection des réfugiés (LIPR)*;
- l'échange et l'intégration des pratiques exemplaires développées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

#### ÉCHANGE D'INFORMATION

6. CIC et l'ASFC conviennent d'échanger avec la CISR, et la CISR convient d'échanger avec CIC et l'ASFC, le cas échéant, les renseignements requis pour remplir leurs mandats respectifs découlant de la *LIPR*.
7. Les parties reconnaissent que tout échange d'information sous ce PE doit se faire en conformité avec toute législation ou politique applicable.

#### COMMUNICATION ET CONSULTATION

8. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
9. Les principaux domaines de communication et de consultation pourraient être les suivants :

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

10. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

#### STEERING COMMITTEE

11. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU. Details regarding the composition of this Committee and its meeting schedule are provided in Appendix A, as amended from time to time.

- nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
- notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel, ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
- initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties; et
- questions découlant de toute composante de partage des coûts ou des services du présent PE.

10. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

#### COMITÉ DIRECTEUR

11. Les parties conviennent de mettre sur pied un Comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE. Les détails relatifs à la composition de ce comité et à son calendrier de réunions sont énoncés à l'Appendice A, y compris les modifications successives.

## ANNEXES

12. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.
13. Approved annexes will be identified in Appendix B, as amended from time to time. Additional subject areas for annexes may be identified in the future by the Steering Committee.
14. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.
15. Where an annex does not specify a consultation process, the consultation process set out in this MOU will apply to that annex as between the relevant Parties.

### Existing sub-agreements

16. The Parties agree that, where applicable, the existing sub-agreements listed in the Introduction will continue to apply to the Parties according to their respective mandates, to the extent that they do not conflict with this MOU, in which case this MOU will prevail.
17. The existing sub-agreements will be interpreted in the spirit of, and governed by, the principles contained in this MOU, and any issues of interpretation or application will fall under the responsibility of the Steering Committee.
18. The existing sub-agreements will remain in effect either until such time as the Parties enter into new annexes under this MOU to replace them or until an existing sub-agreement is terminated in accordance with the terms of that sub-agreement or this MOU.

## ANNEXES

12. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.
13. Les annexes approuvées seront indiquées à l'Appendice B, y compris les modifications successives. Les domaines additionnels des annexes pourront être définis à l'avenir par le Comité directeur.
14. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.
15. Lorsqu'une annexe ne précise aucun processus de consultation, le processus de consultation énoncé dans le présent PE s'appliquera entre les parties pertinentes à cette annexe.

### Ententes auxiliaires existantes

16. Les parties conviennent que, le cas échéant, les ententes auxiliaires existantes énumérées en introduction continueront de s'appliquer aux parties conformément à leurs mandats respectifs, dans la mesure où elles n'entrent pas en conflit avec le présent PE, auquel cas le présent PE prévaudra.
17. Les ententes auxiliaires existantes seront interprétées dans l'esprit des principes contenus dans le présent PE, et régies par ces principes, et toute question d'interprétation ou d'application relèvera de la responsabilité du Comité directeur.
18. Les ententes auxiliaires existantes demeureront en vigueur jusqu'à ce que les parties concluent de nouvelles annexes dans le cadre du présent PE afin de les remplacer ou jusqu'à ce qu'une entente auxiliaire existante soit résiliée en conformité avec les termes de cette entente auxiliaire ou du présent PE.

19. Where an existing sub-agreement does not specify a consultation process, the consultation process set out in this MOU will apply to that sub-agreement.

#### **DESIGNATED OFFICIALS**

20. The following designated officials for the Parties have overall administrative responsibility for this MOU and its Appendices A and B.

##### **For CIC:**

Director General  
Refugees Branch  
365 Laurier Avenue West  
Ottawa, ON  
K1A 1L1

##### **For the CBSA:**

Director General  
Enforcement Programs Directorate  
Enforcement Branch  
191 Laurier Avenue West  
Ottawa, ON  
K1A 0L8

##### **For the IRB:**

Director General  
Operations Branch  
344 Slater Street  
Ottawa, ON  
K1A 0K1

#### **DISPUTE RESOLUTION**

21. Any disagreement with respect to this MOU that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If those officials are not able to resolve the disagreement, it will be resolved by the persons occupying the positions of the signatories to this MOU.

19. Dans les cas où une entente auxiliaire existante ne précise aucun processus de consultation, le processus de consultation établi dans le présent PE s'appliquera à cette entente auxiliaire.

#### **REPRÉSENTANTS DÉSIGNÉS**

20. Les représentants désignés suivants pour les parties ont la responsabilité administrative générale du présent PE et de ses Appendices A et B.

##### **Pour CIC :**

Directeur général  
Direction générale des réfugiés  
365, avenue Laurier Ouest  
Ottawa (Ontario)  
K1A 1L1

##### **Pour l'ASFC :**

Directeur général  
Direction des programmes d'exécution de la loi,  
Direction générale de l'exécution  
191, avenue Laurier Ouest  
Ottawa (Ontario)  
K1A 0L8

##### **Pour la CISR :**

Directeur général  
Direction générale des opérations  
344, rue Slater  
Ottawa, (Ontario)  
K1A 0K1

#### **RÈGLEMENT DES LITIGES**

21. Tout désaccord relatif au présent PE qui ne peut être résolu par des consultations entre les parties sera référé au Comité directeur, qui se chargera de le résoudre. Si ces représentants ne peuvent résoudre le litige, il sera réglé par les personnes occupant un poste de signataire du présent PE.

22. Where an annex or an existing sub-agreement does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

#### **FINANCIAL ARRANGEMENTS**

23. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific annex.

#### **ADMINISTRATIVE DETAILS**

##### **Review**

24. The Parties agree to review this MOU no later than two years from the date on which the MOU takes effect and every two years thereafter.

##### **Date in effect**

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

##### **Amendment**

26. This MOU may be amended at any time, by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
27. Where an annex or an existing sub-agreement does not specify an amending process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

22. Dans les cas où une annexe ou une entente auxiliaire ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire.

#### **ARRANGEMENTS FINANCIERS**

23. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par ce PE, à moins d'une indication contraire dans une annexe donnée.

#### **DÉTAILS ADMINISTRATIFS**

##### **Révision**

24. Les parties conviennent de revoir le présent PE au plus tard dans les deux ans suivant sa date de prise d'effet, et par la suite tous les deux ans.

##### **Date d'entrée en vigueur**

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

##### **Modification**

26. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des parties, par un échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
27. Dans les cas où une annexe ou une entente auxiliaire existante ne précise aucun processus de modification, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

## AUDIT, EVALUATION AND QUALITY ASSURANCE

28. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans on an annual basis;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

29. While quality assurance can be a component of an audit, quality assurance activities related to specific business processes are the responsibility of the program area. All three Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of all three Parties where it will promote organizational learning across the immigration program.

## VÉRIFICATION, ÉVALUATION ET ASSURANCE DE LA QUALITÉ

28. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation sur une base annuelle;
- La consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

29. Bien que l'assurance de la qualité puisse être un élément d'une vérification, les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les trois parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des trois parties, où elles encourageront l'apprentissage organisationnel dans tout le programme d'immigration.

## SECURITY OF INFORMATION

30. Each Party is responsible for ensuring that the standards and requirements of the Government Security Policy for the safeguarding of sensitive information and assets under their control and the Operational Standard for the *Security of Information Act* are met.

## TERMINATION

31. This MOU may be terminated by mutual consent of the Parties, through an exchange of letters between the persons occupying the positions of the signatories to this MOU.
32. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.
32. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to withdraw from the MOU. Upon the withdrawal of either Party under this provision, the MOU will remain in effect as between the IRB and the remaining Party.
34. Where an annex or an existing sub-agreement does not specify a termination process, the process set out in this MOU will apply to that annex or existing sub-agreement as between the relevant Parties.

**IN WITNESS THEREOF**, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

## SÉCURITÉ DES RENSEIGNEMENTS

30. Chaque partie est responsable de veiller à ce que les normes et les exigences de la Politique du gouvernement sur la sécurité pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et la Norme opérationnelle de la *Loi sur la protection de l'information* soient respectées.

## RÉSILIATION

31. Le présent PE peut être résilié avec le consentement mutuel des parties, par l'échange de correspondance entre les personnes occupant un poste de signataire du présent PE.
32. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.
33. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de se retirer du PE. Au moment du retrait de l'une des parties, en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.
34. Dans les cas où une annexe ou entente auxiliaire existante ne précise aucun processus de résiliation, le processus établi dans le présent PE s'appliquera entre les parties pertinentes à cette annexe ou entente auxiliaire existante.

**EN FOI DE QUOI**, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple exemplaire, chacune des copies étant également authentique.



**FOR THE DEPARTMENT OF CITIZENSHIP  
AND IMMIGRATION**



Richard B. Fadden

Deputy Minister of the Department of Citizenship  
and Immigration

**POUR LE MINISTÈRE DE LA  
CITOYENNETÉ ET DE L'IMMIGRATION**

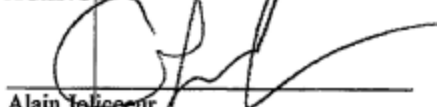


Richard B. Fadden

Sous-ministre de Citoyenneté et Immigration  
Canada

2/4/08

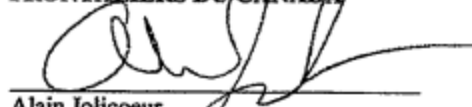
**FOR THE CANADA BORDER SERVICES  
AGENCY**



Alain Jolicoeur

President of the Canada Border Services Agency

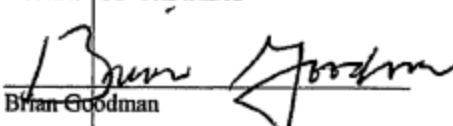
**POUR L'AGENCE DES SERVICES  
FRONTALIERS DU CANADA**



Alain Jolicoeur

Président de l'Agence des services frontaliers du  
Canada

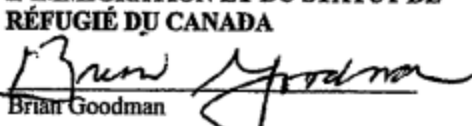
**FOR THE IMMIGRATION AND REFUGEE  
BOARD OF CANADA**



Brian Goodman

Chairperson of the Immigration and Refugee Board  
of Canada

**POUR LA COMMISSION DE  
L'IMMIGRATION ET DU STATUT DE  
RÉFUGIÉ DU CANADA**



Brian Goodman

Président de la Commission de l'immigration et du  
statut de réfugié du Canada

## APPENDIX A

### STEERING COMMITTEE

1. The Parties agree to establish a Steering Committee comprised of representatives of each Party to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from it.

2. The Steering Committee shall be comprised of the following representatives:

IRB:  
 Director General, Operations,  
 Director General, Communications and Partnerships

CIC:  
 Director General, Refugees Branch,  
 Director General, Operational Management and Coordination

CBSA:  
 Director General, Programs and Operational Services Directorate,  
 Director General, Enforcement Programs Directorate

3. The Steering Committee shall meet as required to address issues pertaining to this MOU, but at least once per year beginning on the date on which this MOU comes into effect.

## APPENDICE A

### COMITÉ DIRECTEUR

1. Les parties conviennent de mettre sur pied un Comité directeur composé de représentants de chacune des parties pour superviser les éléments du présent PE et résoudre les questions importantes d'interprétation ou d'application découlant de celui-ci.

2. Le Comité directeur sera composé des représentants suivants :

CISR:  
 Directeur général des opérations,  
 Directeur général des communications et partenariats

CIC:  
 Directeur général, Direction générale des réfugiés,  
 Directeur général, Gestion opérationnelle et coordination

ASFC:  
 Directeur général, Direction des services aux programmes et aux opérations,  
 Directeur général, Direction des programmes d'exécution

3. Le Comité directeur devra se réunir au besoin, au minimum une fois par année, pour examiner les questions relatives au présent PE à compter de la date d'entrée en vigueur de celui-ci.

**APPENDIX B**

**LIST OF APPROVED ANNEXES**

**APPENDICE B**

**LISTE DES ANNEXES APPROUVÉES**

256A - Release under the Access to Information Act  
A256 - Document divulgué en vertu de la Loi sur l'accès à l'information

**Priorities Coordination Annex between Citizenship and Immigration Canada  
(CIC), the Canada Border Services Agency (CBSA) and the Immigration and  
Refugee Board of Canada (IRB)**

**Between**

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)

**CONSIDERING that:**

CIC, the CBSA, and the IRB, which is an independent quasi-judicial tribunal, have a common commitment to realizing the objectives related to the immigration and refugees - as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA), and acknowledge that coordination between the organizations, each acting within its own mandate is essential to support these objectives.

CIC, the CBSA and the IRB concluded and signed a Memorandum of Understanding (MOU), hereinafter referred to as the "MOU" in April 2008, specifying that the parties agree to negotiate Annexes under the MOU.

This Annex will be interpreted in accordance with the principles contained in the MOU. For greater certainty, in accordance with section 4 of the MOU, this Annex will be interpreted in a manner that recognizes the institutional independence of the IRB with respect to the setting of priorities in the processing of its cases and the management of its proceedings.

**THE PARTIES AGREE:**

**1. Purpose and Objective**

- 1.1 The purpose of this Annex is to outline the process by which new and/or temporary priorities in the management of cases will be identified. In the processing of cases, all Parties undertake to give due consideration to the mutually agreed priorities as set out in section 2 of this Annex.
- 1.2 The objective of this Annex is to enhance the efficient management of the immigration program and to improve the quality of service to the public by each Party in their respective roles.

**2. Commitment**

- 2.1 The Parties agree to give priority to identified emerging trends within the general categories of cases that are listed in Schedule 1.

- 2.2 Notwithstanding section 2.1, it is recognized that the IRB has the authority for scheduling cases to be dealt with by any Division of the IRB, and will do so in a manner which respects the right of all parties to have a full and proper hearing.
- 2.3 CIC and the CBSA agree, to notify the IRB of the general categories of cases that are listed in Schedule 1, thereby facilitating their priority processing.

### **3. Communication and Consultation**

- 3.1 Communication and consultation between the Parties with respect to the priority processing of cases will be in accordance with the principles outlined in section 9 of the MOU.

### **4. Protocol for Addressing Emerging Trends and New Priorities**

- 4.1 The protocol for identifying a new or a temporary priority will be for the identifying Party to provide written notification to the other Parties. When a new or a temporary priority is identified, each Party will, as operationally feasible:
  - (a) Ensure that there is adequate regional and divisional involvement and resources as required to manage the situation; and
  - (b) Involve, if necessary, other government departments and agencies who may have an interest in the situation
- 4.2 Schedule 1 may be amended in writing by mutual consent of the Steering Committee, as identified in Appendix A of the MOU, in order to make any permanent changes required to respond to an emerging trend or to add any new priorities that would ensure the efficient management of the immigration and refugee programs.
- 4.3 Additional, and/or temporary priorities may be established to respond to emerging trends or situations identified by any Party

### **5. Monitoring**

- 5.1 Each Party will incorporate practices to ensure ongoing monitoring of this Annex. Parties will report at portfolio working group meetings, on their respective efforts to consult, cooperate and prioritize workloads, based on the priorities agreed upon in Schedule 1 as well as any emerging trends, and/or temporary priorities identified pursuant to section 4 of this Annex.
- 5.2 Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.
- 5.3 A record of discussion will be drafted and provided to the Steering Committee.

## 6. Dispute Resolution

6.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

## 7. Administration

7.1 This Annex will come into effect on the date on which it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

7.2 On the date which this Annex comes into effect, the Priorities Coordination Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on April 10, 2012 in Ottawa, Canada

\_\_\_\_\_  
Caitlin Imrie,  
A/Director General,  
Refugee Affairs Branch, CIC

\_\_\_\_\_  
Gerry Deneault  
Director General,  
Operations Branch, IRB

\_\_\_\_\_  
Peter D. Hill  
Director General,  
Post Border Programs Branch,  
CBSA

\_\_\_\_\_  
Caroline Melis,  
Director General,  
Operational Management and  
Coordination, CIC

\_\_\_\_\_  
Kevin White  
Director General,  
Strategic Communications and  
Partnerships Branch, IRB

\_\_\_\_\_  
Glenda Lavergne  
Director General,  
Border Operations Branch,  
CBSA

**Schedule 1 to the Priorities Coordination Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB)**

1. Pursuant to section 2.1 of the Annex, without any indication as to order, the priorities for processing are the following:
  - (a) persons who are detained under the *IRPA* and any other Provincial or Federal Act;
  - (b) persons reported or found inadmissible on grounds of security (A34), human or international rights violation (A35), serious criminality [A36(1)], criminality [A36(2)], organized criminality (A37);
  - (c) Ministerial interventions that concern persons identified under art. 11(b) of the 1951 Convention
  - (d) persons who are serving a sentence for a criminal offence under any Act of Parliament: all processes before the IRB are to be completed, wherever feasible, prior to the date on which the person may be released on full parole or statutory release or date on which the person completes the sentence or term of imprisonment;
  - (e) unaccompanied minors and, where appropriate, persons identified as a vulnerable person;
  - (f) persons reported or found inadmissible on health grounds (A38);
  - (g) *de novo* cases referred back from the Federal Court;
  - (h) persons who fail to cooperate with CIC or the CBSA in establishing their identity;
  - (i) persons who are part of emerging trends or situations identified pursuant to section 4.1 of this Annex; and,
  - (j) cases where cessation (A108) or vacation (A109) of refugee protection is sought on application by the Minister.

250A - Release under the Access to Information Act  
A250 - Déclaration en vertu de la Loi sur l'accès à l'information

**INFORMATION SHARING ANNEX BETWEEN CITIZENSHIP AND  
IMMIGRATION CANADA (CIC), THE CANADA BORDER SERVICES  
AGENCY (CBSA) AND THE IMMIGRATION AND REFUGEE BOARD OF  
CANADA (IRB)**

---

**BETWEEN**

Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB), hereinafter jointly referred to as "The Parties".

**WHEREAS:**

The Parties, have a common commitment to realizing the objectives related to immigration and refugees— as set out in section 3 of the *Immigration and Refugee Protection Act* (IRPA) and acknowledge that a coordinated and structured information sharing regime between the organizations, each acting within its own mandate, is essential to support these objectives.

The Parties concluded and signed a Memorandum of Understanding, hereinafter jointly referred to as the "MOU" in April 2008, specifying that the Parties agree to negotiate Annexes under the MOU. This Annex will be interpreted in accordance with the principles contained in the MOU.

The Parties have separate responsibilities in matters relating to the immigration and refugee protection lines of business as defined in the MOU.

The Parties regard information sharing as a key element in the efficient and effective management of the refugee and immigration programs. This Annex focuses on the lawful authorities and policies by which the three organizations share information to further their respective mandates.

The Parties share personal and case-related information limited to advancing their respective immigration and refugee determination lines of business within the scope of their responsibilities as defined in the IRPA.

The Parties recognize that any sharing of information must be carried out in accordance with section 7 of the MOU and the authorities identified in section 5.1 of this Annex.



## **THE PARTIES AGREE:**

### **1. Purpose and Objective**

- 1.1 The purpose of this Annex is to outline the administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee protection processes.
- 1.2 The objectives of this Annex are to govern the exchange of personal and case related information and to facilitate the flow of shared information between the Parties, for the purposes of immigration and refugee case processing, management of caseloads, tracking of cases, evaluation purposes and statistical reporting between the Parties.
- 1.3 This Annex is not intended to override the Immigration Refugee Protection Regulations and Divisional Rules that govern disclosure between the Parties in proceedings before the IRB.

### **2 Commitment**

- 2.1 The Parties commit to lawfully sharing case specific information, including personal and case related information systematically or on a case by case basis based on arrangements made between the three organizations;
- 2.2 The Parties commit to lawfully exchanging personal and case related information for purposes related to their respective roles in immigration and refugee case processing.

### **3 Information to be provided**

- 3.1 The Parties adopt the definition of "*personal Information*" as it is described in section 3 of the *Privacy Act* and agree to share information pursuant to section 8 of the *Privacy Act*.
- 3.2 The Parties agree to share personal information relating to an applicant/ refugee claimant for the purpose of the respective roles and responsibilities of each Party within the context of the administration of the *IRPA* and its regulations, and the *Citizenship Act*.
- 3.3 A non-exhaustive list of elements of personal information being shared is described in Schedule 1.

3.4 Schedule 1 may be amended in writing by mutual consent of the designated representatives from CIC, the CBSA and the IRB who form the Steering Committee, as identified in Appendix A of the MOU.

3.5 The Parties will share personal and case related information, including country condition information, internal guidelines, and case specific processes between the three Parties.

3.6 The Parties will also share statistical information and other reports, for the purposes of the management, monitoring and evaluation of their respective immigration and refugee programs.

#### **4 Method of Sharing Information**

4.1 The Parties commit to continuing to exchange case information electronically via a secure interface. The Parties favour the use of technology to streamline the sharing of information. The parties may establish a secure electronic interface for an automatic upload of shared data and appropriate access to operational systems and databases.

4.2 Information shared under this Annex may be shared proactively or in response to a request. Further, the sharing of information, for the purposes described in Section 1 of this Annex, may be systematic or on a case by case basis.

4.3 When information is not routinely exchanged, the Parties will send a request and provide a response in written format unless it is not practicable to do so.

#### **5 Confidentiality and Limitations :**

5.1 The Parties commit to taking all reasonable measures to preserve the level of confidentiality and integrity of the information received from the Parties and safeguard the information against accidental or unauthorized access, use or disclosure, in accordance with the *Access to Information Act* and the *Privacy Act*.

#### **6 Monitoring and Evaluation**

6.1 Each Party will incorporate practices to ensure monitoring of this Annex and evaluate whether the information being shared responds to the objectives of this Annex as established in section 1. For example, the Parties will report at portfolio working group meetings on their respective efforts. The portfolio working group includes representatives from the IRB, CIC and the CBSA as it relates to the immigration and refugee program.

6.2 The Portfolio working group meetings will be held at regular intervals, as deemed appropriate. If necessary, ad hoc meetings may be scheduled.

6.3 A record of discussion will be drafted and provided to the Steering Committee.

## **7 Information Management**

7.1 The Parties will exercise reasonable efforts to ensure that all personal information disclosed between the Parties will be transmitted, accessed, maintained and destroyed or disposed of in accordance with the *Privacy Act*, the *Library and Archive of Canada Act* as well as their respective regulations.

7.2 In the event of any accidental or unauthorized access, use, disclosure, modification or deletion of personal information provided, the Parties will investigate and promptly notify the other Party (ies) with full details and results of any investigation.

7.3 The Party that committed the privacy breach will take corrective measures to address the situation and to prevent future occurrences and inform the supplying Party accordingly.

## **8 Subsequent Disclosure**

8.1 Personal information that is received from a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless permitted by law or covered by international agreements. Where disclosure of personal information is permitted by law, the supplying Party will be notified in writing of the disclosure.

8.2 Information, other than personal information, that is received by a Party will not be disclosed to any other person or Party that is not a signatory to this Annex without the prior written consent of the supplying Party, unless such disclosure is permitted by law.

## **9 Dispute Resolution**

9.1 Any disagreement arising with respect to this Annex is to be resolved pursuant to sections 21 and 22 of the MOU.

## 10 Administration

10.1 This Annex will come into effect on the date it is signed by the last of the Parties, and will remain in effect until it is suspended or terminated by any Party. The suspension or termination takes effect 90 days after a Party provides written notification to the other Parties.

10.2 On the date which this Annex comes into effect, the Information Sharing Agreement between CIC and the IRB, signed on 18 November 1997, under the former December 13, 1996 Administrative Framework Agreement is terminated.

Signed on January 21, 2013 in Ottawa, Canada.



Caitlin Imrie  
A/Director General,  
Refugee Affairs Branch, CIC



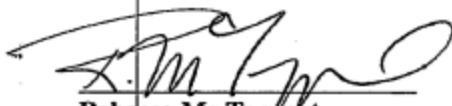
Caroline Melis  
Director General,  
Operational Management and  
Coordination, CIC



Peter D. Hill  
Director General,  
Enforcement and Intelligence Programs  
CBSA



Geoff Leckey,  
Director General,  
Enforcement and Intelligence Operations  
CBSA



Rebecca Mc Taggart  
A/Director General,  
Operations Branch,  
IRB



Keyin White  
Director General,  
Strategic Communications and  
Partnerships Branch, IRB

**Schedule 1 to the Information Sharing Annex between Citizenship and Immigration Canada (CIC), the Canada Border Services Agency (CBSA) and the Immigration and Refugee Board of Canada (IRB).**

Pursuant to Section 5 of the Annex, personal information being shared may include, but is not limited to:

- Name
- Alias(es)
- Gender
- Physical description
- Date of birth
- Country of birth
- Country of last Permanent Residence
- Citizenship(s) or nationality(ies)
- Biometrics including photographs and fingerprints
- Work history
- Military service history
- Adverse information such as links with terrorists, criminal activities, war crimes and/or organized crime groups
- Citizenship or immigration enforcement history
- Travel carrier information
- Passport and travel document information
- Personal identification documents
- Travel routing, itinerary and history
- Telephone numbers
- Addresses
- Marital status and family composition
- Current and previous immigration status/ violations
- Outstanding immigration and criminal warrants for arrest
- Occupational information
- Education
- Grounds of inadmissibility
- Grounds of removal
- Documents submitted in support of an application to the IRB, CBSA and/ or CIC
- Other documents/ intelligence relevant to the role/ responsibility of the Parties to this Annex.

# New MOU / Annexes Critical Path 2015-16

Task Name	% Complete	Duration	Start	Finish	Predecessors	Resource Names
Review of Trilateral Memorandum of Understanding (MOU) between CIC, the CBSA and the IRB	100%		1-Apr-14	31-March-15		
IRB secretariat for Trilat MOU (FY 2015-2016)	90%		1-Apr-15	31-March-16	CBSA	Julie Bossé / Andrea Ethier
Priorities Coordination Annex update parked as per SC meeting 13-April-2015	100%		1-Apr-15	13-April -15		
NEW MOU between CIC, CBSA and the IRB	100 %	150days		End of September 2015		Summer holidays taken into consideration
WG drafts New MOU (bi-weekly meetings)	100%	90days	April 2015	End of June 2015		
IRB shares updated New MOU version with WG (ongoing throughout drafting)	100%		April 2015	End of June 2015		
Share draft MOU with Directors before translation/consultation	100%			22-June-15		
IRB to translate draft MOU for consultation	100%		26-June-15	30-June-15		
IRB to share translated version for consultation	100%		2-July-15	2-July-15		
1 <sup>st</sup> Consultation process begins on final document	100%	4 weeks	2-July-15	31-July-15		
CC / CBSA comments received by IRB	100%			by 5-Aug-15 WG meeting		
Post 1 <sup>st</sup> consultation –WG discussion and incorporation of comments received	100%	2 weeks	5-Aug-15	19-Aug- 15		
Share updated draft MOU post first consultation with Directors – prior to DG and 2 <sup>nd</sup> consultation	100%			24-Aug-15		SC meeting date seek Input on their intent to proceed with concurrence of final MOU prior to DM level engagement
Update SC on progress – share draft version	100%			14-Sept-15		
WG discusses final comments	100%		16-Sept-15	18-Sept-15		May need to escalate to Directors following week; TBD by 18-Sept-15
IRB Translates newest version of MOU in preparation for final consultation	100%		18-Sept-15	25-Sept-15		
IRB shares updated bilingual version with WG for final consultations (ongoing throughout drafting)	100%	1 week	17-Sept-15	25-Sept-15		

# New MOU / Annexes Critical Path 2015-16

2 <sup>nd</sup> and Final consultation process begins on NEW MOU (concurrence in principle)	100%	2 weeks	28-Sept-15	9-Oct-15	
CIC / CBSA comments received (within two weeks)	100%			9-Oct-15	
WG discusses last comments	100%			14-Oct-15	
Final version of MOU finalized/translated and shared with CIC/CBSA	100%	1 week	16-Oct-15	23-Oct-15	
Final version shared with Directors for concurrence to SC meeting	100%			26-Oct-15	October Management sub-committee meeting.
Prepare BN for DGs and share New MOU for concurrence for December SC				15-Dec-15	
Detention, Safety and Security (DS&S) Annex	100%	120 days	July/Aug 2015	DATE 2016	Drafting DS&S Annex concurrent to other documents
IRB shares version of DS&S Annex WG to focus on	100%				
IRB shares updated versions with WG for final consultations (ongoing throughout drafting)	100%		8-July-15	2-Sept-15	
Share draft DS&S Annex with Directors before translation/consultation	100%		3-Sept 2015	9-Sept-15	
WG provides update to SC DGs	100%			14-Sept-15	
IRB to translate draft MOU for consultation	100%		30-Sept-15	2-Oct-15	
IRB to share translated version for consultation	100%		2-Oct-15	2-Oct-15	
1 <sup>st</sup> consultation process begins for both final documents.	100%	3 weeks	5-Oct-15	27-Oct-15	Next WG should be 28-Oct-15 likely too close to responses received; ad hoc meeting may be required to be scheduled.
CIC / CBSA comments received by IRB					
Share with SC draft version being consulted – get pulse on direction going and highlight feedback if possible	100%			2-Nov-15	
Post 1 <sup>st</sup> consultation – WG discussion and incorporation of comments received	100%	1 weeks	28-Oct-15	4-Dec-15	
IRB shares updated versions with WG for final consultations	100%	1 week	9-Nov-15	4-Dec-15	
- CIC / CBSA comments received (by following WG meeting)	100%			4-Dec-15	
- IRB to share with Sub-Management Committee (Directors) before final consultation			7-Dec-15	11-Dec-15	

# New MOU / Annexes Critical Path 2015-16

<ul style="list-style-type: none"> <li>WG to reconvene if comments received</li> <li>IRB to re-send for Annex for translation</li> </ul>	<p>14-Dec-15</p> <p>15-Dec-15</p> <p>21-Dec-15</p> <p>3 weeks</p>	<p>15-Dec-15</p> <p>18-Dec-15</p> <p>8-Jan-16</p> <p>12-January-16</p>	<p>Comment [JR1]: Normally 2 weeks but 3 weeks due to holidays</p>
<p><b>2<sup>nd</sup> and Final consultation process begins on Annex</b></p> <p>WG meets to finalize Annex for SC Meeting in January</p> <p>Final version of DS&amp;S Annex finalized/translated and shared with CIC/CBSA</p> <p>Final version shared with Directors for concurrence to SC meeting</p> <p>Prepare BN for DGs and share New Annex for approval</p> <p>Present final Detention, Safety and Security Annex for approval</p>	<p>20-Jan-16</p> <p>January / February 2016</p> <p>25- February 2016</p> <p>Feb 2016</p>	<p>22-Jan-16</p> <p>25-Jan-16</p>	
<p><b>DG Consultation on MOU and draft DS&amp;S Annex-</b></p> <p>Table final draft of new MOU for DG SC approval in principle (pending DM signature of New MOU)</p> <p>Incorporate any comments from DG following SC meeting</p> <p>Revise translation if needed</p> <p>IRB shares final translated MOU with WG for DM briefing</p> <p>MOU approval process and briefing packages for the signatories finalized by Parties</p> <p>IRB to schedule signing ceremony</p>	<p>December 2015</p> <p>Dec-15</p> <p>Dec-15</p> <p>Dec-15</p> <p>January 2016</p> <p>Flag late Nov/ early Dec-2015</p> <p>Mid February 2016</p> <p>Mid February 2016</p>	<p>Dec-15</p> <p>December 2015</p> <p>Dec-15</p> <p>Dec-15</p> <p>January 2016</p> <p>Mid February 2016</p>	<p>Comment [JR2]: Pending Director direction</p>
<p>MOU signed by the signatories (DM level)</p> <p>Information Sharing Annex</p> <p>IRB shares Revised Information Sharing Annex with WG</p> <p>WG drafts Information Sharing Annex</p> <p>IRB shares updated versions with WG for final consultations (ongoing throughout drafting)</p> <p>1<sup>st</sup> consultation process begins for both final documents</p>	<p>January 2016</p> <p>January 2016</p> <p>January 2016</p> <p>End of January 2016</p> <p>3 weeks</p>	<p>May 2016</p> <p>March 2016</p> <p>3<sup>rd</sup> week of February 2016</p>	<p>Comment [JR3]: CIC to align with other DM level meeting in February 2016</p> <p>CIC takes over the secretariat in April 2016</p>



Activity	Duration	End of February 2016	SC February meeting	2 <sup>nd</sup> week of March 2016	3 <sup>rd</sup> week of March 2016	3 <sup>rd</sup> week of March 2016	Mid April 2016	End April 2016
CIC / CBSA comments received by IRB								
Share with SC draft version being consulted – get pulse on direction going and highlight feedback if possible								
Post 1 <sup>st</sup> consultation – WG discussion and incorporation of comments received								
IRB shares updated versions with WG for final consultations								
CIC / CBSA comments received (by following WG meeting)								
2 <sup>nd</sup> and final consultation process begins on NEW MOU								
WG meets to finalize Annex for SC Meeting in December								
Final version of Info Sharing Annex finalized/translated and shared with CIC/CBSA								
Final version shared with Directors for concurrence to SC meeting								
Prepare BN for DGs and share Annex for approval								
Present final Information Sharing Annex for approval								

## MEMORANDUM OF UNDERSTANDING

### BETWEEN

**THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION (CIC)**  
represented by the Deputy Minister of the Department of Citizenship and Immigration **AND**

**THE CANADA BORDER SERVICES AGENCY (CBSA)**  
represented by the President of the Canada Border Services Agency

### AND

**THE IMMIGRATION AND REFUGEE BOARD OF CANADA (IRB)**  
represented by the Chairperson of the Immigration and Refugee Board of Canada

Collectively referred to as the "Parties."

### Introduction

**WHEREAS** the Parties are Government of Canada institutions with a common commitment to realizing the goals of Canada's *Immigration and Refugee Protection Act*, S.C. 2001, c. 27 (IRPA);

**WHEREAS** the Parties are key organizations within the immigration and refugee portfolio and share responsibilities in managing the envelope of resources dedicated to that portfolio;

**WHEREAS** under the IRPA, CIC is responsible for facilitating the arrival of people and their integration into Canada in a way that maximizes their contribution to the country while protecting the health, safety and security of Canadians. CIC also maintains Canada's humanitarian tradition by protecting refugees and people in need of protection. These objectives are achieved through the administration of the IRPA, the *Department of Citizenship and Immigration Act* and the *Immigration and Refugee Protection Regulations*;

**WHEREAS** the CBSA is responsible for providing integrated border services that support national security priorities and facilitate the free flow of people and goods, including food, plants and animals, across the border. Under the IRPA, the CBSA is responsible for managing the flow of travelers at Canadian ports of entry, intelligence, interdiction of irregular migration, immigration enforcement and criminal investigations of IRPA offences. This includes responsibility for arrests, detentions, removals and representing Ministers at immigration proceedings. Along with the IRPA, the CBSA's mandate is fulfilled through the administration of over 90 acts, including the *Customs Act* and the *Canada Border Services Agency Act*;

**WHEREAS** the IRB is an independent quasi-judicial tribunal, established by the Parliament of Canada to resolve immigration and refugee matters efficiently, fairly and in accordance with the law;

**WHEREAS** CIC and the CBSA signed a Memorandum of Understanding (MOU) on May 4<sup>th</sup>, 2011, to define, in general terms, the basis for cooperation between CIC and the CBSA regarding the effective administration and delivery of the immigration and refugee programs, information sharing and the provision of various services, lines of business and shared IT services;

**WHEREAS** CIC and the CBSA are responsible for the employment of best practices in administering their responsibilities under the IRPA and its Regulations in a manner that reflects the domestic and international interests of the Government of Canada and recognizes the objectives set out in section 3 of the IRPA; and

**WHEREAS** the IRB reports to Parliament through the Minister of Citizenship and Immigration Canada and the CBSA reports to the Minister of Public Safety and Emergency Preparedness.

**Therefore the Parties agree as follows:**

### **Purpose**

1. This MOU establishes the basis of cooperation regarding the delivery of the immigration and refugee programs with respect to matters within the mandate of the IRB, including cooperation on administrative measures and the sharing of information.

### **Principles**

2. While undertaking to share information and cooperate on administrative measures, the Parties recognize the institutional independence of the IRB. Nothing in this MOU or any of its annexes will be interpreted in a manner that infringes, or could be reasonably seen to infringe, on that independence. Moreover, the IRB is a tribunal before which the CBSA and CIC appear as parties. The Parties will take no actions that impinge, or could be reasonably seen to impinge, on the independence of the IRB's decision-makers in individual cases.

3. The Parties agree to, where appropriate, share information and cooperate on administrative, safety and security measures with respect to matters within the mandate of the IRB regarding:

- the enhancement of administrative efficiency, while respecting the principles of fairness and natural justice;
- the identification and clarification of roles and responsibilities in administering the IRPA;
- the sharing and integration of best practices developed within each organization;
- the provision of improved and cost-effective services to the public;
- the establishment of effective lines of communication; and
- the enhancement of national security.

### **Sharing of information**

4. The Parties agree to share, where appropriate, such information as is required to carry out their respective mandates as derived from the IRPA.

5. The administrative framework governing the exchange of personal and case related information between the Parties throughout the immigration and refugee processes is outlined in the Information Sharing Annex.

6. The Parties recognize that any sharing of information under this MOU must be carried out in accordance with any applicable legislation or policy requirements.

### **Communication and consultation**

7. The Parties recognize that regular and timely communication and consultation are key elements in achieving the purposes of this MOU.

8. Key areas for communication and consultation may include:

- emerging trends, actual and projected workloads, workload priorities and productivity issues insofar as these have an impact on the Parties;
- notification when there are changes in identified resource requirements with respect to issues of mutual interest or where a Party is unable to meet workload demand;
- major initiatives, including legislative and regulatory proposals or proposed rule changes, policy proposals or new administrative procedures, that may have a meaningful impact on the administrative functioning or operations of the other Parties; and
- issues arising from any cost or service-sharing component of this MOU.

9. The Parties will endeavour to communicate and consult as appropriate, especially in relation to new initiatives or program changes with potential impacts for the other Parties.

### **Governance**

10. The Parties agree to establish a Steering Committee to oversee the elements of this MOU and resolve significant issues of interpretation or application arising from this MOU.

### **Mandate of the Steering Committee**

11. The Steering Committee is responsible for the administration of this MOU. It will meet to provide oversight and direction on the elements pertaining to the MOU, set the priorities for the Annexes, solve significant issues of interpretation or application arising from the MOU and advise the persons occupying the positions of the signatories of the MOU regarding changes and termination of the MOU.

### **Steering Committee Members**

12. The following designated officials are signatories to the Annexes for the Parties and have overall administrative responsibility for this MOU and its Annexes

CIC - DG, Refugee Affairs Branch

CIC - DG, Operational Management and Coordination Branch.

CBSA - DG, Enforcement and Intelligence Programs Directorate  
CBSA - DG, Enforcement and Intelligence Operations Directorate.

IRB - DG, Policy, Planning and Research Branch  
IRB - DG, Registry and Regional Support Services Branch.

### **Substitutes**

13. All Committee members who cannot attend a meeting should arrange for a delegate to attend in their place. The replacement will have full authority to make decisions on behalf of the absent member.

### **Secretariat**

14. The secretariat functions are shared and will rotate each fiscal year between the three Parties. The Party who assumes the secretariat function will also chair meetings during the course of the fiscal year and circulate a record of decision to the Parties.

### **Frequency of Meetings**

15. The Steering Committee will meet at least once a year or as required to address issues pertaining to the MOU and its Annexes.

### **Sub-committees**

16. To assist it in fulfilling its oversight responsibilities pertaining to the MOU and its Annexes, the Steering Committee will establish the following sub-committees:

- The Management sub-committee consists of Director/Manager level representatives from each Party and will meet regularly to provide direction and guidance to the Working Group (WG) as well as monitor its work, make recommendations and report activities to the Steering Committee.
- The WG consists of subject matter experts from each Party and is responsible for discussing, drafting and consulting on the MOU and any Annexes stemming from the MOU, as well as for making recommendations and reporting activities to the Management sub-committee.

### **Annexes**

17. The Parties agree to negotiate annexes under this MOU, which will be negotiated and interpreted in accordance with the principles of this MOU.

18. The Annexes comprise an integral part of this MOU and are to be interpreted in a manner consistent with this MOU.

19. Annexes under this MOU may be developed or amended as required at any time with the approval of the Steering Committee.

20. The Parties to these annexes will be either the IRB and one of the other Parties to this MOU, or, where appropriate, all three Parties to this MOU.

### **Dispute resolution**

21. Any disagreement arising from the interpretation or operation of this MOU and its Annexes that cannot be resolved through consultation between the Parties will be referred to the Steering Committee for resolution. If such negotiation fails, the Parties will refer the matter to the persons occupying the positions of the signatories for resolution.

22. Where an Annex does not specify a dispute resolution process, the dispute resolution process set out in this MOU will apply.

### **Financial arrangements**

23. This MOU will not impose financial responsibilities on any Party. Each Party is responsible for its own costs associated with activities under this MOU, unless otherwise stated in a specific Annex.

### **Administrative details**

#### **Review**

24. The Parties agree to review this MOU and Annexes no later than five years from the date on which the MOU takes effect and no later than every five years thereafter to monitor its performance and effectiveness.

#### **Date in effect**

25. This MOU will come into effect on the date on which it is signed by the last of the Parties and will remain in effect until it is terminated in accordance with the procedure set out in this MOU.

26. The Parties agree that, on the date on which this MOU comes into effect, the 2008 MOU between CIC, the CBSA and the IRB is terminated.

27. The Parties agree that the existing Annexes and sub-agreements referred to in the 2008 MOU will remain in effect under this MOU until they have been terminated or replaced.

### **Amendment**

28. This MOU may be amended at any time, by mutual written consent of the persons occupying the positions of the signatories to this MOU.

29. Where an Annex under this MOU does not specify an amending process, it may be amended at any time by mutual written consent of the persons occupying the positions of the signatories to the Annex.

### **Audit, evaluation and quality assurance**

30. Without restricting each Party's ability to conduct audits and evaluations for their respective policy and service delivery responsibilities, the heads of Internal Audit and Evaluation bodies for CIC, the IRB and the CBSA will work collaboratively in conducting horizontal audits and evaluations. This collaboration will include:

- Sharing audit and evaluation plans;
- Consulting at each step of horizontal audits and evaluations, from planning to final report, where the audit or evaluation relates to shared delivery or impacts on a business process of the partner organizations; this consultation includes sharing draft reports, providing opportunities for feedback on findings and recommendations and facilitating management responses.

31. Quality assurance activities related to specific business processes are the responsibility of the program area. The Parties will be responsible for implementing and administering quality assurance activities within their respective organizations and for sharing the results with the appropriate program or policy area of the Parties where it will promote organizational learning across the immigration and refugee programs.

### **Security of information**

32. Each Party is responsible for ensuring that the standards and requirements of the *Policy on Government Security* for the safeguarding of sensitive information and assets under their control and the *Operational Standard for the Security of Information Act*, as amended or replaced from time to time, are met.

### **Termination**

33. This MOU may be terminated by mutual written consent of the persons occupying the positions of the signatories to this MOU.

34. The IRB may terminate this MOU with either or both Parties by providing 90 days written notice to the other Parties of its intention to terminate the MOU. If the IRB terminates this MOU with only one of the Parties under this provision, this MOU will remain in effect as between the IRB and the remaining Party.

35. CIC or the CBSA may terminate its part in this MOU by providing 90 days written notice to the other Parties of its intention to terminate from the MOU. Upon the termination of either CIC or the CBSA under this provision, the MOU will remain in effect as between the IRB and the remaining Party.

36. Where an Annex does not specify a termination process, it may be terminated between the persons occupying the positions of the signatories to the Annex, i.e. Steering Committee, at any time by providing 90 days written notice to the other Parties of its intention to terminate from the Annex.

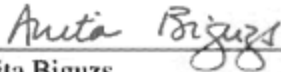
37. If any Party terminates their participation in this MOU, their participation in any Annex under this MOU is also terminated.

**Counterpart signature**


38. This MOU may be signed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

**IN WITNESS THEREOF**, this Memorandum of Understanding, in both official languages, was signed in triplicate, each copy being equally authentic.

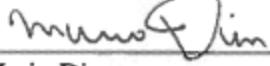
**FOR THE DEPARTMENT OF CITIZENSHIP AND IMMIGRATION**

  
Anita Biguzs  
Deputy Minister of the Department of Citizenship and Immigration

**FOR THE CANADA BORDER SERVICES AGENCY**

  
Linda Lizotte-MacPherson  
President of the Canada Border Services Agency

**FOR THE IMMIGRATION AND REFUGEE BOARD OF CANADA**

  
Mario Dion  
Chairperson of the Immigration and Refugee Board of Canada



## **PROTOCOLE D'ENTENTE**

### **ENTRE**

**LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION (CIC),**  
représenté par le sous-ministre du ministère de la Citoyenneté et de l'Immigration,

### **ET**

**L'AGENCE DES SERVICES FRONTALIERS DU CANADA (ASFC),**  
représentée par le président de l'Agence des services frontaliers du Canada,

### **ET**

**LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU  
CANADA (CISR),**  
représentée par le président de la Commission de l'immigration et statut de réfugié du Canada,  
Ci-après désignées collectivement sous le nom de « parties ».

### **Introduction**

**ATTENDU QUE** les parties sont des institutions du gouvernement du Canada ayant pris l'engagement commun d'atteindre les objectifs de la *Loi sur l'immigration et la protection des réfugiés* du Canada, L.C. 2001, ch. 27 (LIPR);

**QUE** les parties sont les principales organisations au sein du portefeuille de l'immigration et des réfugiés, et qu'elles se partagent les responsabilités de la gestion de l'enveloppe de ressources attribuées à ce portefeuille;

**QUE**, au titre de la LIPR, CIC est responsable de faciliter l'arrivée de personnes et leur intégration au Canada de manière à optimiser leur apport, tout en protégeant la santé des Canadiens et en assurant leur sécurité. CIC perpétue aussi la tradition humanitaire du Canada en protégeant les réfugiés et les personnes ayant besoin de protection. Ces objectifs sont atteints par l'application de la LIPR, de la *Loi sur le ministère de la Citoyenneté et de l'Immigration* et du *Règlement sur l'immigration et la protection des réfugiés* (RIPR);

**QUE** l'ASFC est chargée de fournir des services frontaliers intégrés à l'appui des priorités liées à la sécurité nationale et de faciliter la libre circulation des personnes et des marchandises, y compris les aliments, les végétaux et les animaux d'un côté à l'autre de la frontière. Au titre de la LIPR, l'ASFC est responsable de gérer la circulation des voyageurs aux points d'entrée canadiens, le renseignement, l'interdiction des migrations irrégulières, l'application de la loi en matière d'immigration et les enquêtes criminelles sur les infractions à la LIPR. Cela inclut la responsabilité de procéder à des arrestations, à des mises en détention ainsi qu'à des renvois et de représenter les ministres dans les procédures en matière d'immigration. En plus de la LIPR, le

mandat de l'ASFC est réalisé par l'intermédiaire de l'administration de plus de 90 lois, y compris la *Loi sur les douanes* et la *Loi sur l'Agence des services frontaliers du Canada*;

**QUE** la CISR est un tribunal quasi judiciaire indépendant chargé par le Parlement du Canada de régler, de manière efficace, équitable et conforme à la loi, les cas d'immigration et de statut de réfugié;

**QUE** CIC et l'ASFC ont signé un protocole d'entente (PE) le 4 mai 2011 pour définir, en termes généraux, les fondements de la collaboration entre CIC et l'ASFC quant à l'administration et à la prestation efficace des programmes liés à l'immigration et aux réfugiés, à l'échange d'information et à la prestation de divers services, de divers secteurs d'activités et de services de technologie de l'information partagés;

**QUE** CIC et l'ASFC ont la responsabilité d'utiliser des pratiques exemplaires dans l'exécution de leurs responsabilités au titre de la LIPR et du RIPR, d'une manière qui tienne compte des intérêts nationaux et internationaux du gouvernement du Canada, et qui reconnaisse les objectifs énoncés à l'article 3 de la LIPR;

**QUE** la CISR rend compte de ses activités au Parlement par l'intermédiaire du ministre de la Citoyenneté et de l'Immigration, et que l'ASFC rend compte de ses activités au ministre de la Sécurité publique et de la Protection civile.

**En conséquence de quoi, les parties conviennent de ce qui suit :**

## **Objet**

1. Le présent PE établit le fondement de la coopération touchant la prestation des programmes liés à l'immigration et des réfugiés quant aux affaires relevant du mandat de la CISR, y compris la coopération liée aux mesures administratives et à l'échange d'information.

## **Principes**

2. Bien qu'elles conviennent d'échanger de l'information et de collaborer à des mesures administratives, les parties reconnaissent l'indépendance institutionnelle de la CISR. Rien dans le présent PE ou dans l'une de ses annexes ne sera interprété d'une manière qui contrevienne ou puisse raisonnablement être considérée comme contrevenant à l'indépendance institutionnelle de la CISR. De plus, la CISR est un tribunal devant lequel l'ASFC et CIC comparaissent en tant que parties. Les parties ne prendront aucune mesure qui empiète ou puisse raisonnablement être considérée comme empiétant sur l'indépendance des décideurs de la CISR dans les cas individuels.

3. Les parties conviennent, le cas échéant, d'échanger de l'information et de collaborer à des mesures liées à l'administration, à la sécurité et à la sûreté ayant trait aux questions qui relèvent du mandat de la CISR concernant :

- l'amélioration de l'efficacité administrative, tout en tenant compte des principes de l'équité et de la justice naturelle;
- la détermination et la clarification des rôles et des responsabilités en lien avec l'administration de la LIPR;
- l'échange et l'intégration des pratiques exemplaires élaborées au sein de chaque organisation;
- la prestation de services améliorés et rentables au public;
- la mise en place de voies de communication efficaces;
- l'amélioration de la sécurité nationale.

### **Échange d'information**

4. Les parties conviennent, le cas échéant, d'échanger les renseignements requis pour remplir leur mandat respectif découlant de la LIPR.
5. Le cadre administratif régissant l'échange entre les parties de renseignements personnels et de renseignements dans le cadre des processus d'immigration et des réfugiés est défini dans l'Annexe sur l'échange de renseignements.
6. Les parties reconnaissent que tout échange d'information en vertu de ce PE doit se faire en conformité avec toute législation ou politique applicables.

### **Communication et consultation**

7. Les parties reconnaissent que des communications et des consultations régulières et opportunes sont des éléments essentiels pour atteindre les objectifs du présent PE.
8. Les principaux domaines de communication et de consultation pourraient être les suivants :
  - nouvelles tendances, charges de travail actuelles et prévues, priorités de la charge de travail et questions de productivité dans la mesure où elles ont une incidence sur les parties;
  - notification lorsque des changements sont apportés aux exigences établies en matière de ressources concernant des questions d'intérêt mutuel ou lorsqu'une partie n'est pas en mesure de satisfaire aux exigences de la charge de travail;
  - initiatives majeures, y compris les propositions législatives et réglementaires ou les changements proposés aux règles, les propositions de politiques ou les nouvelles procédures administratives qui pourraient avoir une incidence significative sur le fonctionnement administratif des autres parties;
  - questions découlant de toute composante de partage des coûts ou des services du présent PE.

9. Les parties s'efforceront de communiquer les unes avec les autres et de se consulter le cas échéant, en particulier au sujet de nouvelles initiatives ou de changements de programme susceptibles d'avoir une incidence sur les autres parties.

### **Gouvernance**

10. Les parties conviennent de mettre sur pied un comité directeur pour superviser les éléments du présent PE et pour résoudre les questions importantes d'interprétation ou d'application découlant du présent PE.

### **Mandat du comité directeur**

11. Le comité directeur est responsable de l'administration du présent PE. Il se réunira pour assurer une surveillance et fournir des directives sur les éléments liés au PE, établir les priorités pour les annexes, régler les importants problèmes d'interprétation ou d'application découlant du PE, informer les personnes occupant un poste de signataire du présent PE des modifications apportées au PE ou de sa résiliation.

### **Membres du comité directeur**

12. Les représentants désignés suivants sont les signataires des annexes pour les parties et ont la responsabilité administrative générale du présent PE et de ses annexes :

CIC – DG, Direction générale des affaires des réfugiés

CIC – DG, Direction générale de la gestion opérationnelle et de la coordination

ASFC – DG, Direction des programmes d'exécution de la loi et du renseignement

ASFC – DG, Direction des opérations relatives à l'exécution de la loi et au renseignement

CISR – DG, Direction générale des politiques, de la planification et des recherches

CISR – DG, Direction générale du Greffe et des services de soutien régionaux

### **Remplaçant**

13. Tous les membres du comité qui ne peuvent pas participer à une réunion devraient demander à un délégué d'y assister à leur place. Ce dernier aura le plein pouvoir de prendre des décisions au nom du membre absent.

### **Secrétariat**

14. Les fonctions de secrétariat seront partagées entre les trois parties et assumées à tour de rôle à chaque exercice. La partie qui assume la fonction de secrétariat présidera aussi les réunions au cours de l'exercice et transmettra un compte rendu des décisions aux parties.

### **Fréquence des réunions**

15. Le comité directeur se réunira au moins une fois par année ou plus, au besoin, pour traiter des enjeux liés au PE et à ses annexes.

### **Sous-comité**

16. Afin d'assumer les responsabilités en matière de surveillance liées au PE et à ses annexes, le comité directeur établira les sous-comités suivants :

- le sous-comité de la direction se compose de représentants de chaque partie occupant un poste au niveau de directeur ou de gestionnaire; il se réunit régulièrement pour fournir une orientation et des directives au groupe de travail et surveiller les travaux de celui-ci, et il formule des recommandations et rend compte des activités au comité directeur;
- le groupe de travail se compose de spécialistes du domaine de chaque partie; il est responsable de discuter, de se consulter et de rédiger le PE et toute annexe s'y rapportant, ainsi que de formuler des recommandations et de rendre compte des activités au sous-comité de la direction.

### **Annexes**

17. Les parties conviennent de négocier des annexes dans le cadre du présent PE, lesquelles seront négociées et interprétées conformément aux principes du présent PE.

18. Les annexes font partie intégrante du présent PE et doivent être interprétées d'une manière qui cadre avec le présent PE.

19. Les annexes du présent PE peuvent en tout temps être élaborées ou modifiées, au besoin, sous réserve de l'approbation du comité directeur.

20. Les parties à ces annexes seront soit la CISR et l'une des autres parties au présent PE, soit, le cas échéant, les trois parties au présent PE.

### **Règlement des litiges**

21. Tout désaccord découlant de l'interprétation ou de l'application du présent PE et de ses annexes qui ne peut être résolu par des consultations entre les parties sera transmis au comité directeur, qui se chargera de le résoudre. Si de telles négociations échouent, les parties transféreront le dossier aux personnes occupant un poste de signataire aux fins de résolution du désaccord.

22. Dans les cas où une annexe ne précise aucun processus de règlement des litiges, le processus de règlement des litiges établi dans le présent PE s'appliquera.

### **Arrangements financiers**

23. Le présent PE n'impose aucune responsabilité financière aux parties. Chaque partie est responsable de ses propres frais rattachés aux activités prévues par le présent PE, à moins d'une indication contraire dans une annexe donnée.

### **Détails administratifs**

#### **Examen**

24. Les parties conviennent de revoir le présent PE et ses annexes au plus tard dans les cinq ans suivant sa date de prise d'effet, et par la suite au plus tard tous les cinq ans pour en surveiller le rendement et l'efficacité.

#### **Date d'entrée en vigueur**

25. Le présent PE entrera en vigueur à la date à laquelle il sera signé par la dernière des parties et le demeurera jusqu'à ce qu'il soit résilié, conformément à la procédure établie dans le présent PE.

26. Les parties conviennent que, à la date à laquelle le présent PE entrera en vigueur, le PE de 2008 entre CIC, l'ASFC et la CISR sera résilié.

27. Les parties conviennent que les annexes actuelles et les ententes secondaires au titre du PE de 2008 resteront en vigueur dans le cadre du présent PE jusqu'à ce qu'elles soient résiliées ou remplacées.

#### **Modification**

28. Le présent PE peut être modifié en tout temps, avec le consentement mutuel des personnes occupant un poste de signataire du présent PE.

29. Dans le cas où une annexe du présent PE ne précise pas un processus de modification, elle peut être modifiée en tout temps par consentement écrit mutuel des personnes occupant un poste de signataire de cette annexe.

#### **Vérification, évaluation et assurance de la qualité**

30. Sans restreindre la capacité de chacune des parties à tenir des vérifications et des évaluations dans le cadre de ses responsabilités respectives en matière de politiques et de prestation de services, les dirigeants des organisations de vérification interne et d'évaluation pour CIC, la CISR et l'ASFC travailleront en collaboration à la tenue de vérifications horizontales et d'évaluations. Cette collaboration inclura :

- l'échange de plans de vérification et d'évaluation;

- la consultation à chaque étape de vérifications et d'évaluations horizontales, de la planification au rapport final, lorsque la vérification ou l'évaluation a trait à une prestation partagée ou qu'elle a une incidence sur un processus fonctionnel des organisations partenaires; cette consultation consiste à échanger des rapports préliminaires, à offrir la possibilité de fournir une rétroaction sur les résultats et les recommandations, et à contribuer aux réponses de la direction.

31. Les activités d'assurance de la qualité liées à des processus fonctionnels donnés relèvent de la responsabilité du secteur de programme. Les parties seront responsables de la mise en œuvre et de l'administration des activités d'assurance de la qualité au sein de leur organisation ainsi que de l'échange des résultats avec le secteur de programme ou de politique approprié des parties, où elles encourageront l'apprentissage organisationnel dans tous les programmes liés à l'immigration et des réfugiés.

### **Sécurité des renseignements**

32. Chaque partie est responsable de veiller au respect des normes et des exigences de la Politique sur la sécurité du gouvernement pour la protection des renseignements et des biens sensibles qui sont sous leur contrôle et de la Norme opérationnelle de la *Loi sur la protection de l'information*, selon les modifications ou les remplacements effectués au fil du temps.

### **Résiliation**

33. Le présent PE peut être résilié avec le consentement mutuel écrit des personnes occupant un poste de signataire du présent PE.

34. La CISR peut résilier le présent PE avec l'une ou l'autre des parties, ou avec les deux parties, en remettant un avis écrit de 90 jours aux autres parties pour signifier son intention de résilier le présent PE. Si la CISR résilie le présent PE avec seulement l'une des parties, en vertu de la présente disposition, le présent PE demeurera en vigueur entre la CISR et la partie qui reste.

35. CIC ou l'ASFC peuvent mettre fin à leur participation au présent PE en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de mettre fin à leur participation au présent PE. Si CIC ou l'ASFC met fin à sa participation au présent PE en vertu de la présente disposition, le PE demeurera en vigueur entre la CISR et la partie qui reste.

36. Dans le cas où une annexe existante ne précise aucun processus de résiliation, les personnes occupant un poste de signataire de cette annexe, par exemple comité directeur, peuvent la résilier en tout temps en remettant un avis écrit de 90 jours aux autres parties pour signifier leur intention de résilier l'annexe.

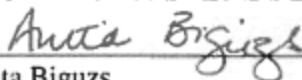
37. Si l'une des parties met fin à sa participation au présent PE, elle met également fin à sa participation à toute annexe du présent PE.

### **Signature en plusieurs exemplaires**

38. Le présent PE pourra être signé en différents exemplaires, dont chacun, une fois signé, sera réputé constituer un original et ces exemplaires constitueront ensemble un seul et même instrument.

**EN FOI DE QUOI**, le présent protocole d'entente, dans les deux langues officielles, a été signé en triple copie, chacune des copies étant également authentique.

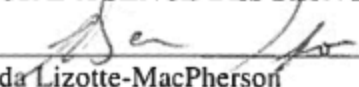
### **POUR LE MINISTÈRE DE LA CITOYENNETÉ ET DE L'IMMIGRATION**



Anita Biguzs

Sous-ministre du ministère de la Citoyenneté et de l'Immigration

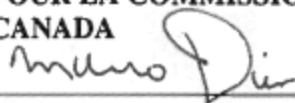
### **POUR L'AGENCE DES SERVICES FRONTALIERS DU CANADA**



Linda Lizotte-MacPherson

Présidente de l'Agence des services frontaliers du Canada

### **POUR LA COMMISSION DE L'IMMIGRATION ET DU STATUT DE RÉFUGIÉ DU CANADA**



Mario Dion

Président de la Commission de l'immigration et du statut de réfugié du Canada

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JAN 14 2016



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

PROTECTED B

For information

## **UPDATE ON THE LIFTING OF THE TEMPORARY SUSPENSION OF REMOVALS FOR HAITI AND ZIMBABWE**

For the Minister

### **PURPOSE**

To update you on the Government of Canada's decision to reinstate special immigration measures allowing Haitian and Zimbabwean nationals in Canada to apply for permanent residence, following the lifting of the temporary suspension of removals (TSRs) to these countries.

### **BACKGROUND**

I wrote to you on November 10 and 12, 2015, to provide you with the status on the removals to Haiti and Zimbabwe (see attachment 1), in response to a request from the Member of Parliament for Bourassa, Emmanuel Dubourg. At the time of my writing, the special measures announced on December 1, 2014, by Citizenship and Immigration Canada (CIC), allowing Haitian and Zimbabwean nationals already in Canada to apply for permanent residence under humanitarian and compassionate grounds, which was accompanied by a deferral of their removal until a decision was made on their application, had expired. As a result, the removal process had been initiated by the Canada Border Services Agency (CBSA).

At the time of lifting, there were approximately 3,830 eligible Haitian and Zimbabwean nationals. Despite CIC's extensive efforts to reach as many affected persons as possible, the uptake on applications prior to the deadline was less than expected.

### **STATUS**

In October 2015, the CBSA sent a letter to individuals who no longer had status in Canada after June 1, 2015, instructing them to attend an interview with the CBSA to discuss the recourse avenues available to them, including the pre-removal risk assessment.

Although the Immigration, Refugees and Citizenship Canada (IRCC) Minister has decided to reinstate special immigration measures for Haitian and Zimbabwean nationals, it is still to be decided whether they will be reinstated for 90 or 180 days.

Page 1 of 2

**Canada**

PROTECTED B

The special measures will apply to Haitian and Zimbabwean nationals who:

- currently reside and were residing in Canada when the TSR was lifted in 2014;
- are under removal order or are out of status; and
- previously applied for permanent residence under the special measures and were refused.

Since the IRCC Minister publicly announced in the House of Commons on December 10, 2016, his intent to reinstate the special measures, the CBSA has not removed individuals except for those who pose a threat to national security (terrorists, war criminals, and human rights violators), those involved in organized crime, and those who are deemed to be serious criminals or they chose to leave voluntarily.

There are currently 842 Haitian and 125 Zimbabwean nationals in the removal inventory who could be affected by the special measures (see attachment 2).

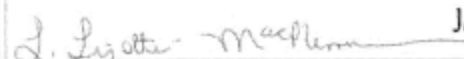
The CBSA has developed media lines and is supporting the IRCC to develop the required communications strategy. IRCC's objectives are to inform and encourage affected nationals to apply under the extended measures. Draft documents are in the approval process and will be shared with your office once the announcement is made by IRCC.

## NEXT STEPS

The IRCC Minister will decide whether he would like to extend the special measures by 90 days or 180 days. IRCC has recommended 180 days. Once the decision is made, the CBSA will administratively defer removals of Haitian and Zimbabwean nationals to allow them to apply for permanent residence. This will, however, not apply to those who pose a threat to national security (terrorists, war criminals, human rights violators), those involved in organized crime, and persons inadmissible for serious criminality. They will continue to be removed.

The CBSA will work with IRCC to prepare the required communications strategy.

I am available to discuss or have the CBSA officials brief your staff, at your convenience.

  
JAN 14 2016  
Linda Lizotte-MacPherson  
President

## ATTACHMENTS

1. Briefing notes from November 10 and 12, 2015
2. Haiti and Zimbabwe statistics

c.c.: Mr. François Guimont, Deputy Minister  
Public Safety Canada



Canada Border  
Services Agency

Agence des services  
frontaliers du Canada

For information

## **ISSUES IMPACTING THE MINISTER'S RIDING**

For the President

### **ISSUE**

To follow up on your recent request to monitor key initiatives impacting the Minister's riding.

### **CONTEXT**

Following your request to monitor key initiatives taking place in, and impacting the Minister's riding, Corporate Affairs Branch (CAB) has contacted the Prairie Regional Director General to identify whether the impact of some of the Canada Border Services Agency (CBSA) key undertakings would affect the Minister's riding and/or the Province of Saskatchewan.

While CBSA initiatives will not directly impact the Minister's riding of Regina-Wascana, or the Province of Saskatchewan, certain issues could be worth monitoring over the next twelve to eighteen months:

#### **Regway (Saskatchewan – 160 km south of Regina) Port of Entry Hours:**

The CBSA Prairie Region, was informed by United States (U.S.) Customs and Border Protection (CBP) that effective December 27, 2015, there will be a reduction in hours at U.S. port of entry Raymond, Montana from 24 hours to 16 hours (08:00 - 24:00). The U.S. CBP port of Raymond is located opposite the CBSA port of Regway and both are currently 24/7 operations.

The CBSA will continue to operate a 24/7 operation at the port of Regway. As a result of the U.S. CBP decision to reduce the hours of operation at Raymond, the CBSA anticipates some media attention. There may be concern by local residents that the reduction of hours will affect the 24-hour services currently provided by the CBSA.

### **Willow Creek (Saskatchewan nearby the Minister's riding) Port of Entry:**

Willow Creek currently has a staff of four Border Services Officers who work 13-hour shifts from 09:00 - 17:00 and 08:00 - 17:00 in the summer months.

In 2013, the office was closed due to the extreme presence of mold which was creating a health concern. In 2014-2015 the old office was torn down so a new modular port could be installed following announcements that Willow Creek was one of four ports in the Prairie Region to receive a new office as part of the Small Ports Modular Replacement Project. This project was a new approach whereby the CBSA entered into an agreement with CorCan to build these ports offsite and then transport and install them at the ports of entry in an effort to save on high costs and delays usually associated with building new infrastructure on site at remote locations.

In August 2015, after experiencing structural and foundation problems with the installation of the modular port in Willow Creek, Public Works and Government Services Canada (PWGSC) issued a 'Stop Work Order'

Since then, work has stopped and the CBSA continues to operate from the mobile trailer.

### **The CBSA Bilingual Designation of Regina and Saskatoon Airports:**

On September 3, 2014, the Treasury Board of Canada Secretariat updated the Burolis database as part of the Official Languages Regulations Re-Application Exercise (OLRRE) which follows every National Census. It was determined that both the Regina and Saskatoon airports had reached the 1,000,000 passenger threshold and are now required to be designated as bilingual.

As stated in the regulations under *The Official Languages Act*, subsection 23(1) 7(3), bilingual services to the travelling public must be provided by an office of a federal institution. The Regina and Saskatoon Airports became officially designated on September 3, 2015.

To meet the new linguistic obligations, and in the event bilingual service is not immediately available by CBSA staff, the Standard Operating Procedures for both ports were updated and included in the Prairie Region's Official Languages (OL) Action Plan. In March 2015, the Prairie Region's OL Coordinator delivered OL Information learning sessions to the frontline staff in both offices to explain the legislative requirements of the Active Offer of Service.

In accordance with the OL's obligation of an Active Offer of Service, signage has been placed and is visible to travelers in both locations.

## **RECOMMENDATION**

Given the nature of the issues described above, it is recommended that the Prairie Region monitors and provides regular updates to the President.

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Caroline Weber, Vice-President  
Corporate Affairs Branch